



## **Request for Proposals (RFP) 07-04 Maryland State Archives Old House of Delegates Historic Furnishings Plan**

This RFP is being advertised through multiple venues including eMaryland Marketplace and through direct mailings. If you received this document from a source other than the Issuing Office, (e.g., if you downloaded it from eMaryland Marketplace), contact the Issuing Office and provide your name and email address so that the amendments to the RFP or other communications can be sent to you.

**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

### **Key Information Summary**

<b>RFP Issue Date:</b>	October 12, 2006
<b>Closing Date and Time:</b>	<b>Wednesday, November 2, 4:00 p.m. local time</b>
<b>Issuing Office:</b>	Maryland State Archives
<b>Procurement Officer:</b>	Timothy D. Baker <a href="mailto:tbaker@mdsa.net">tbaker@mdsa.net</a> 410 260 6402 Deputy State Archivist
<b>Deliver Proposals to:</b>	350 Rowe Boulevard, Room 223 Annapolis MD 21401

**Pre-Proposal Conference: Scheduled for Thursday, October 26 at 1:00 p.m. in the Calvert Room of the Maryland State House in Annapolis. Photo ID is required for entrance into the State House.**

**Written Questions Accepted:** Written questions to the procurement officer only will be accepted at [tbaker@mdsa.net](mailto:tbaker@mdsa.net) prior to the Pre-Proposal Conference. Answers to all questions will be distributed. If these result in substantive changes to the RFP, all vendors who are known to have received a copy of the RFP will be provided written notification in the form of an amendment.

### **Contents**

Section 1 - General Information .....	2
Section 2 – Scope of Work .....	6
Section 3 –Proposal Format .....	10
Section 4 – Evaluation Criteria and Selection Procedure .....	12
Section 5 – Attachments .....	14

**Summary: This project is to prepare a Historic Furnishings Plan for the recreation of the Old House of Delegates in the Maryland State House. This plan will interpret the room as it appeared circa 1876 as recorded in photographic and documentary evidence at the Maryland State Archives.**

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## **Section 1 - General Information**

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### **1.1 SUMMARY STATEMENT**

This project is to prepare a historic furnishings plan for the recreation of the Old House of Delegates chamber in the Maryland State House. This plan will interpret the room as it appeared circa 1876 as recorded in photographic and documentary evidence at the Maryland State Archives. The room, when complete, will also be a functional, flexible space that can be divided for smaller meeting or combined for larger events while also maintaining the character of a period room and containing interpretive exhibits about 19<sup>th</sup> century Maryland legislative history.

### **1.2 ISSUING OFFICE**

The sole point of contact in the State for purposes of this RFP is the procurement officer at the issuing office address listed below:

Maryland State Archives  
350 Rowe Boulevard, Room 223  
Annapolis, MD 21401  
Telephone #: 410-260-6402  
Fax #: 410-974-3895  
E-mail: tbaker@mdsa.net

The Procurement Officer is: Timothy D. Baker, Deputy State Archivist

### **1.3 PRE-PROPOSAL CONFERENCE**

Scheduled as noted above in "Key Information Summary" Section. Attendance is not mandatory but all interested offerors are encouraged to attend in order to facilitate better preparation of proposals.

### **1.4 CLOSING DATE**

One original and one copy of vendor proposal must be received by the procurement officer by the time and date indicated above in the Key Information Summary in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the issuing office. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals delivered electronically by email or facsimile will not be considered.

### **1.5 DURATION OF OFFER**

Proposals submitted in response to this RFP are irrevocable for 90 days following the closing date. This period may be extended at the Procurement Officer's request only by an offeror's written agreement.

### **1.6 REVISIONS TO THE RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the procurement officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to the RFP issued before the proposal due date must accompany the offeror's proposal in the transmittal letter accompanying the technical submittal.

Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in a manner specified in the amendment notice.

Failure to acknowledge receipt does not relieve the offeror from complying with all terms of any such amendment.

#### **1.7 CANCELLATIONS; DISCUSSIONS**

The State reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

#### **1.8 ORAL PRESENTATION**

Offerors may be required to make oral presentations to State representatives in order to clarify their proposals. Significant representations made during the oral presentation must be confirmed in writing and shall become part of the offeror's proposal and are binding if the contract is awarded.

#### **1.9 INCURRED EXPENSES**

The State will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

#### **1.10 ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal to meet the requirements of this RFP.

#### **1.11 DISPUTES / PROTESTS**

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

#### **1.12 MULTIPLE OR ALTERNATE PROPOSALS**

Multiple or alternate proposals will not be considered.

#### **1.13 ACCESS TO PUBLIC RECORDS ACT NOTICE**

An offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

#### **1.14 OFFEROR RESPONSIBILITIES**

The State will enter into a contractual agreement only with the selected offeror. The selected offeror shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role must be included in the offeror's proposal.

#### **1.15 MANDATORY CONTRACTUAL TERMS**

By submitting an offer in response to this RFP, an offeror, if selected for award, agrees to the terms of this RFP and all provisions of the contract (Attachment A). Exceptions taken must be clearly defined

in the Executive Summary of the Technical Proposal. Please note that any such exceptions may potentially disqualify the proposal.

#### **1.16 BID/PROPOSAL AFFIDAVIT**

All proposals submitted by an offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

#### **1.17 CONTRACT AFFIDAVIT**

All offerors are advised that if a contract is awarded as a result of this solicitation, the successful offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit need not be submitted with an offeror's proposal but must be provided upon notice of contract award.

#### **1.18 ARREARAGES**

By submitting a response to this solicitation, the offeror represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for contract award.

#### **1.19 PROCUREMENT METHOD**

The contract will be awarded in accordance with the competitive sealed proposals process under Maryland Code of Regulations (COMAR) 21.05.03.

#### **1.20 CONTRACT DURATION**

The expectation is that the Old House of Delegates Chamber Furnishings Plan shall be completed within a four-month period beginning immediately upon approval of the Maryland Department of Budget and Management and issuance of a purchase order. Consulting services for follow up work after the delivery of the plan will be required for up to two years. The contract duration, therefore, will run from December 1, 2006 until November 30, 2008.

#### **1.21 CONTRACT TYPE**

The contract resulting from this RFP shall be a Firm Fixed Price (FP) Contract as defined by COMAR Title 21.06.03.02 A(1) and B(2).

#### **1.22 PERFORMANCE BOND**

The successful offeror is not required to submit a performance bond for this solicitation.

#### **1.23 VERIFICATION OF REGISTRATION AND TAX PAYMENT**

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential offeror complete registration prior to the due date for receipt of proposals. An offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful offeror from final consideration and recommendation for contract award.

#### **1.24 NON-EXCLUSIVE USE**

It is the State's intention to obtain services as specified in this RFP. However, the contracts resulting from this procurement shall not be construed to require the State to use this contract exclusively. The State reserves the right to procure these services from other sources when it is in the best interest of the State to do so.



### 1.25 EMARYLAND MARKETPLACE FEE

COMAR 21.02.03.06 requires that the successful bidder/offeror under this solicitation pay a fee to support the operation of eMaryland Marketplace. The applicable fee is based on total contract value (including base contract plus all options). A total contract value that is other than an even dollar amount will be rounded to the nearest dollar to determine the appropriate fee level. For example, a total contract value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total contract value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

Vendors are encouraged to register by going to [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com).

The fee amount must be included within the rate or price of the proposal/bid and may not be quoted as a separate add-on price. To assist vendors in determining the amount to be included in the proposal, MSA has provided the chart below that defines the fee based on the contract award amount.

Level	Contract Value	Fee
1	\$25,001 - \$50,000	\$100
2	\$50,001 - \$100,000	\$200
3	\$100,001 - \$200,000	\$500
4	\$200,001 - \$500,000	\$1,000
5	\$500,001 - \$1,000,000	\$2,500
6	\$1,000,001 - \$10,000,000	\$5,000
7	\$10,000,001 - \$25,000,000	\$7,500
8	\$25,000,001 - \$50,000,000	\$10,000
9	\$50,000,001 and over	\$15,000

### 1.26 FALSE STATEMENTS

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- a) In connection with a procurement contract, a person may not willfully:
  1. Falsify, conceal, or suppress a material fact by any scheme or device;
  2. Make a false or fraudulent statement or representation of a material fact; or
  3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

### 1.27 CONFLICT OF INTEREST

Potential Offerors should be aware that the State Ethics Law, State Government Article, § 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.

The successful Offeror will provide consulting services to the State and must do so impartially and without any conflicts of interest. The Contractor will be required to complete a Conflict of Interest Affidavit. A copy of this Affidavit is included as ATTACHMENT G of this RFP. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject an Offeror under COMAR 21.06.02.03B.

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## **Section 2 – SCOPE OF WORK**

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### **2.1 BACKGROUND**

The Maryland State House is one of the most historic buildings in Maryland and was one of the first buildings in America to be declared a National Historic Landmark. As many as 200,000 visitors come to the State House every year, including many groups of school children. The public rooms contain interpretive exhibits about Maryland history and are open to the public on a daily basis. One of these public rooms is the recreated 18<sup>th</sup> century Old Senate Chamber. Also on view are the current House and Senate Chambers in the 1905 annex to the old State House. What has been lacking is a room devoted to 19<sup>th</sup> century Maryland history. This gap will be addressed with the recreation of the Old House of Delegates Chamber to its appearance of the late 19<sup>th</sup> century. At present, this space is divided into two rooms, only one of which is open to the public and features a variety of exhibits. The other is used for meetings and is closed to the public. It does not contain any exhibits. By removing the 1968 wall that currently divides the two rooms, the dimensions of the Old House of Delegates will be restored.

The requirement is to prepare a historic furnishings plan for the Old House of Delegates Chamber that will be used to recreate its appearance as documented in photographs from circa 1880. This will include the recreation of the original speaker's rostrum as well as other purchased or custom-made furnishings for the room based on documented examples. The furnishings plan will specify reproduction lighting fixtures and textiles, as well as decorative painting design where applicable.

In addition to the photographic evidence that is available, staff of the Maryland State Archives have documented the history of the room and its furnishings in a Web-based environment, *mdstatehouse.net*, which features a compilation of the government records that relate to the appearance of the room during the late 19th century. Careful analysis of these records may yield additional information for the furnishings plan, including evidence of color ways for the room. Additional research into any previously undiscovered public accounts of the appearance of the room might also yield valuable information. The successful offeror will be provided with access to all relevant records in *mdstatehouse.net*.

Included in the *mdstatehouse.net* compilation is the report of Matthew Mosca, historic paint finishes consultant, who sampled the room in 1998. Because the plaster in the room was replaced in 1948, there was little historic fabric to sample. However, his report includes evidence found on the grate of a heating vent with evidence of the circa 1858 color, as well as a later layer that may be from the renovation of 1876. It is possible that further historic paint analysis may be warranted in the area of the ceiling that will be revealed when the dividing wall is removed. Whether or not there is a need for further paint analysis will be determined by the successful offeror in consultation with the Maryland State Archives and will be the subject of a separate contract between the Maryland State Archives and an expert in paint analysis.

It is anticipated that a preservation architect will be available to the contractor to consult on issues relating to the removal of the dividing wall between the two rooms. The architect will be hired on a separate contract to consult on all State House projects, including this one. Concurrently, the

Archives will also be working with an exhibits design firm to create a Master Plan for the complete overhaul of the visitor experience to the State House, including the redesign of all exhibits in the public areas.

**The Old House of Delegates Chamber: *Scene of 19<sup>th</sup> Century Maryland Landmark Legislation***

The proposed restoration of the Old House of Delegates to its appearance during the late 19<sup>th</sup> century will provide a richly decorative backdrop for interpreting the critical era between the early and the modern history of the State House, when two of the most significant legislative events took place there: the passage of the Declaration of Rights in 1864 that abolished slavery in Maryland, and the drafting of the Constitution of 1867 that is, to this day, the Constitution of Maryland. Events of the 19<sup>th</sup> century clearly show that Maryland was on the leading edge of securing the democratic principles of the United States for its citizens. In the very early days of the century, the General Assembly voted, in 1802, to abolish all property qualifications for voting and extend suffrage in state elections to free white males over the age of twenty-one, rights it extended to federal elections eight years later. In 1826, the General Assembly passed, at the persistent urging of Delegate Thomas Kennedy, the so-called "Jew Bill" which gave Jewish citizens the right to hold public office in Maryland.

Several refurbishments are documented to have taken place in the Old House of Delegates during the 19<sup>th</sup> century. However, the most vividly documented redecoration took place in 1876, during America's Centennial, when the country was looking back to its colonial beginnings and celebrating the modern achievements of the Industrial Age. The great Philadelphia Exposition of 1876 was a pivotal event that inspired not only national pride but also a host of restorations and redecorations in public buildings throughout the country. The Maryland State House was no exception, undertaking a complete refurbishment of the House of Delegates Chamber as well as renovations to the Senate and Executive Chambers, rotunda, windows, and exterior. This was all overseen by Baltimore architect George Frederick who designed the Maryland State Building at the 1876 Exposition, which today is installed at Druid Hill Park in Baltimore.

Two highly detailed photographs of the chamber during this period provide ample physical evidence to recreate the architecture, furniture, window treatments, and lighting of the 1876 redecoration. A high-style Victorian room, the House of Delegates Chamber exemplified the very latest tastes in both domestic and public buildings. Other photographic evidence of the period shows similar Victorian decorations throughout the State House, including elaborate architectural elements, which, over time, were lost. A recreation of this extremely decorative style in the Old House of Delegates Chamber will provide a dramatic contrast to the austere Colonial decoration of the Old Senate Chamber across the hall.

It is proposed that the Old House of Delegates Chamber be recreated as a multi-use space, architecturally restored and decorated to its appearance in 1876, but including reproduction seating and interpretative areas to accommodate tour groups, meetings, and special events.

## **2.2 GENERAL REQUIREMENTS**

This project will require an individual or firm with experience in creating and implementing historic furnishings plans based on period documentation. Knowledge of, and experience in working with, vendors who specialize in the creation of reproduction furnishings and textiles is essential. Experience in developing furnishings plans for public buildings is preferred as is a working knowledge of late 19<sup>th</sup> century decorative arts and architecture.

## **2.3 DELIVERABLES**

Historic Furnishings Plan for the Old House of Delegates Chamber that includes:

1. Illustrated proposal and summary design specification for recreation of period speaker's rostrum, and related furnishings, based on documented examples from circa 1880. Deliverable must include identification of potential craftsmen capable of design and fabrication of custom rostrum.
2. Illustrated proposal for reproduction seating furniture based on documented examples that can be utilized by the public for events and meetings held in the space. Deliverable must include identification of vendors capable of supplying the furniture.
3. Illustrated proposals for period reproduction textiles. This requirement includes design specification for window treatments, upholstery, and carpet (and / or rugs) based on period documentation. It is desired that the contractor provide options based on custom manufactured textiles or manufacturers stock patterns. Deliverable must include identification of potential vendors.
4. Illustrated proposal for reproduction lighting fixtures based on period documentation. Requirement includes identification of potential vendors.
5. Proposal for the incorporation of portraits and period decorative arts from the collection of the Maryland State Archives based on consultation with staff from the Maryland Commission on Artistic Property.
6. Proposal for the incorporation of interpretative exhibits within the space incorporating objects and documents from the collections of the Maryland State Archives in consultation with staff from the Maryland Commission on Artistic Property.
7. Detailed floor plan and appropriate elevations depicting locations of furnishings, textiles, light fixtures etc. Floor plan shall include identification of electrical requirements and weight of any objects to be suspended from the walls or ceilings i.e., chandeliers, sconces, window treatments.
8. Illustrated proposal for recreation of painted surfaces in the room including walls and ceilings based on period documentation. Deliverable shall include recommendations for recreating decorative plasterwork as well as potential artisans. Deliverable shall also include recommendations for alternatives that would simulate the original appearance of the ceiling.
9. Estimated budget for each phase of implementation, including:
  - a. Original furniture fabrication based on period photograph
  - b. Reproduction furniture
  - c. Textile manufacture and installation
  - d. Lighting fixtures and installation
  - e. Decorative painting and / or decorative plaster replication
10. All deliverables shall include an estimated timeline for design, manufacture and installation of individual elements.

## **2.4 CONSULTING SERVICES (Implementation)**

Following the successful completion of items listed under Section 2.3 Deliverables, the contractor shall remain on contract with the Maryland State Archives to perform consulting services to assist with monitoring the implementation of the plan to restore the Old House of Delegates Chamber over the course of the two year period. Offerors shall include as part of their proposals a description of the type of services that will be necessary through the implementation period as well as provide an estimate as to the number of hours that might be associated with each of the following component deliverables:

1. Monitor the design, fabrication and installation of the rostrum
2. Monitor the design, delivery and installation of all textiles
3. Monitor the design, delivery and installation of lighting fixtures
4. Monitoring the recreation of painted surfaces

## **2.5 TASK ORDER (process for initiating consulting services referenced in Section 2.4)**

Consultant services required after the delivery of the historic furnishings plan shall be provided via a task order process. The process shall be as follows:

- A The Procurement Officer will e-mail a request to the Contractor to provide services. On occasion, the Procurement Officer may contact the Contractor by telephone to orally convey the contents of a task order request. The request shall include at a minimum:
  - a) The due date and time for submitting a response to the request;
  - b) Technical requirements and description of the services needed;
  - c) Specific information to be provided by the Contractors, such as:
    - A proposed work plan for the required services;
    - Any maximum timeframe to complete the services required;
    - Any required places(s) where work must be performed;
    - State furnished information, work site, and /or access to equipment, facilities, or personnel;
  - d) Requirements for meetings and reports;
- B The Contractor shall e-mail a response to the Procurement Officer within the specified time and shall include at a minimum:
  - a) A response to the description of the service that details the Contractor's understanding of the work;
  - b) A description of the proposed work plan including time schedules to accomplish the requisite task. This description shall include a schedule of resources and related tasks, including an explanation of how these tasks will be completed.
  - c) The personnel resources, including those of subcontractor(s), and estimated hours to complete the task.
  - d) A detailed written description of any work to be subcontracted, and the name and address of the subcontractor(s).
  - e) Proposed approach to satisfying the requirements of the task and development of task deliverables.
  - f) A proposal for progress payments for performing the consulting services.
  - g) A firm fixed proposed fee for completing that task. NOTE: The total amount to be billed under the Consultant Services portion of the contract cannot exceed the total amount quoted on Attachment D Financial Proposal Form Section B.
- C. The Procurement Officer will review the response and will either approve the work and provide a notice to proceed (NTP) or contact the Contractor to obtain additional information, clarification or revision to the work. If satisfied, the Contract Manager will then provide the NTP.

## 2.6 SCHEDULE

It is anticipated that the work on the historic furnishings plan will begin as soon as contract award is made fall 2006. While it is not expected that the historic furnishings plan will be complete by early January 2007, an approximate cost of implementation will be needed by that time in order for Archives to prepare a budget request for FY08 and beyond. The historic furnishings plan should be complete by March/April 2007 so implementation can begin with the start of the new fiscal year in July 2007. The overall project may take two years to complete.

## **2.7 MARYLAND STATE ARCHIVES**

The primary contact for the project will be the Procurement Officer who will provide historical research through access to the State House history site called *mdstatehouse.net*. Archives' staff will also provide guidance as to the inclusion of existing works of art and decorative art that are to be incorporated in the Historic Furnishings Plan, as well as the content of interpretative exhibits. Archives' staff will also maintain liaison with the staff of the office of the speaker, the State House Trust, the Department of General Services, and other interested agencies. Archives will also provide access as needed to all areas of the State House.

## **2.8 INVOICE FORMAT**

- A. All invoices must include the following information:
  - 1. name, address and federal tax identification number of the Contractor
  - 2. remittance address
  - 3. invoice period (i.e. the period during which services covered by the invoice were performed)
  - 4. invoice date and invoice number
  - 5. amount due
  - 6. the deliverable of task being billed
- B. The Contractor shall submit invoices as follows:
  - (a) In connection with Section 2.3 Deliverables, MSA will accept an invoice from the contractor at the halfway point toward completion of the "Deliverables" portion of the contract in an amount not to exceed 33% of the overall amount quoted in Attachment D Financial Proposal Form, item A. The next payment will be made no later than 30 days of receipt of proper invoice following successful completion of the deliverables outlined in Section 2.3 of the RFP.
  - (b) In connection with Consulting Services according to the progress payments approved by the Procurement Officer. Progress payments shall be structured in such a manner as to allow for at least 20% of the total item amount to be withheld until completion of that component part.

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## **Section 3 – Proposal Format**

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### **3.1 TWO PART SUBMISSION**

Offerors must submit proposals in two separate volumes:

Volume I - Technical Proposal

Required Submissions: Proposal Affidavit - Attachment B

Volume II - Financial Proposal

### **3.2 VOLUME I - TECHNICAL PROPOSAL**

A transmittal letter must accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. It should be brief and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP. Technical proposals must be submitted in a separate sealed package labeled "Technical Proposal" and must bear the name of the offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package one original and one copy shall be provided.

The technical proposal shall include:

#### **3.2.1 Proposed Services**

The Offeror shall describe in detail its plan associated with accomplishing the work described in Section 2. This will include:

- o A proposed work plan
- o Resumes and other credentials of staff who will work on the project, emphasizing their experience with similar projects and ability to work effectively with and coordinate a wide range of historical information and projects.

#### **3.2.2 Offeror Experience and Capability**

Offerors' Technical Proposal shall include information on past experience with similar projects and pertinent corporate resources and shall include the following sections:

- o An overview of experience rendering services similar to those included in Section 2 of this RFP. This description shall include a summary of the services offered, the number of years the offeror has provided these services, the number of clients, and descriptions and illustrations of the outcomes.
- o Examples of deliverables from previous projects of a similar nature.
- o References of previous and existing clients for similar projects, including contact names, phone numbers and email addresses.
- o As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:
  - The State contracting entity
  - A brief description of the services/goods provided
  - The dollar value of the contract
  - The term of the contract
  - The State employee contact person (name, title, telephone number and if possible e-mail address)

- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

### 3.2.3 Economic Benefit Factors

- a) The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposal with this technical information):
  - i. The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
  - ii. The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contract has committed at both prime and, if applicable, subcontract levels.
  - iii. Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
  - iv. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- a) In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

## 3.3 VOLUME II - FINANCIAL PROPOSAL

Under separate sealed cover from the technical proposal and clearly identified with the same information noted on the technical proposal, the contractor must submit an original of the financial proposal. The financial proposal must be submitted on the form provided and included as Attachment D.

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## ***Section 4 – Evaluation Criteria and Selection Procedure***

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A Contract will be awarded in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03.



The Competitive Sealed Proposals method could involve discussion and revision of proposals during these discussions. Accordingly, the State may hold discussions with all offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case, the State may determine an offeror to be not responsive and/or not reasonably susceptible of being selected for award.

Financial proposals of qualified offerors will be opened only after all technical proposals have been evaluated.

#### **4.1 SELECTION PROCESS**

The first step in the process will be to review the technical proposals for compliance with the proposal format in Section 3 of the RFP and for any exceptions the offeror has taken to the requirements of this RFP or contract (Attachment A.) Offerors who take exceptions may be disqualified and their proposals eliminated from further consideration.

Next will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to ensure a full understanding of the State's requirements and the offeror's ability to perform the services requested. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the offeror's proposal.

Offerors whose technical proposals are judged to be not reasonably susceptible of being selected for award may be disqualified at this point and their financial proposals will be returned to them unopened.

The separate financial proposal of each qualified offeror will be distributed to the evaluation committee for analysis following the completion of the technical evaluation. After a review of the financial proposals of qualified offerors, the Procurement Officer may again conduct discussions. When in the best interest of the State, the Procurement Officer may permit offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers.

Upon completion of all discussions and negotiations, the Procurement Officer will recommend award of a contract to a responsible offeror whose proposal has been determined to be the most advantageous to the State, considering evaluation and price factors as set forth in this RFP. **In making this most advantageous offeror determination, technical factors will be given more weight than financial factors.**

#### **4.2 TECHNICAL PROPOSALS EVALUATION CRITERIA**

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below which are listed in descending order of importance:

Section 3.2.1 entitled Proposed Services

Section 3.2.2 Offeror Experience and Capabilities

Economic benefit to Maryland as stated in (Section 3.2.3)

#### **4.3 RECIPRICOL PREFERENCE**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over

Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

#### **4.4 FINANCIAL PROPOSALS**

Financial proposals will be evaluated separately and as described in Section 4.1.

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### ***Section 5 – Attachments***

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In accordance with State Procurement Regulations, Attachment B and Attachment D must be completed and submitted with the Financial Proposal. Attachment C must be submitted at Contract award time.

**Attachments to this solicitation include the following:**

<b>Contract</b>	<b>Attachment A</b>
<b>Proposal Affidavit</b>	<b>Attachment B</b>
<b>Contract Affidavit</b>	<b>Attachment C</b>
<b>Financial Proposal Form</b>	<b>Attachment D</b>
<b>Old House of Delegates Proposal</b>	<b>Attachment E</b>
<b>State House Master Plan RFP</b>	<b>Attachment F</b>
<b>Conflict of Interest</b>	<b>Attachment G</b>

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End of RFP Document – October 11, 2006

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## **Maryland State Archives**

### **Attachment "A" Contract**

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, (the "Contractor") and the STATE OF MARYLAND (the "State"). This Contract shall be administered by the Maryland State Archives ("MSA").

IN CONSIDERATION OF the promises and the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Archives and the Contractor agree as follows:

#### **SECTION 1 – DEFINITIONS**

Except as provided otherwise in this Contract, terms used in this Contract and the RFP shall have the meanings provided in the RFP. In this Contract, the following words have the meanings indicated:

1.1 "Contractor" means \_\_\_\_\_ whose principal business address is \_\_\_\_\_.

1.2 "Contractor's Information" means proprietary works of authorship, that have been created for others, including without limitation software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by Contractor or by third parties under contract to Contractor (a) before the issuance of this contract and (b) specifically identified in the contractor's bid.

1.3 "MSA" means the Maryland State Archives.

1.4 "Financial Proposal" means the Contractor's Financial Proposal dated \_\_\_\_\_ which was attached to the RFP as Attachment D.

1.5 "Procurement Officer" means Timothy D. Baker, Deputy State Archivist.

1.6 "RFP" means the Request for Proposals – \_\_\_\_\_.

1.7 "State" means the State of Maryland.

#### **SECTION 2 - SCOPE OF SERVICES**

##### **2.1 Scope of Contract**

The Contractor shall provide the deliverables and services described in Section 2 of the RFP and the Offeror's proposal.

All services associated with this contract shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A - The RFP

Exhibit B - The Offeror's Proposal including the Financial Proposal

Exhibit C - Contract Affidavit

Exhibit D – Bid / Proposal Affidavit

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment

in the Contract price shall be made and modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

### **SECTION 3 - TIME FOR PERFORMANCE**

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on the date on which the Contract is executed by MSA and approved by the Department of Budget and Management. The time for performance will not exceed three years.

### **SECTION 4 – CONSIDERATION AND PAYMENT OF STATE OBLIGATIONS**

4.1 The consideration to be paid the Contractor shall be in accordance with the RFP and the Offeror's Financial Proposal.

4.2 Payment to the Contractor shall be made in accordance with this Contract and Section 2 of the RFP and shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. MSA will accept an invoice from the contractor at the halfway point of the contract for an amount not to exceed 33% of the overall contract amount in Attachment D Item A subtotal. The next payment will be made no later than 30 days of receipt of proper invoice following successful delivery of the deliverables outlined in Section 2.3 of the RFP. Following that, payment shall be made monthly based on the number of hours billed by the contractor until completion of the project.

Total amount of the contract shall not exceed \$ .....

4.3 Each invoice must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

4.4 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

### **SECTION 5 - MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS**

5.1 If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

### **SECTION 6 - NON-HIRING OF OFFICIALS AND EMPLOYEES**

6.1 No official or employee of the State of Maryland, as defined under State Government Article, Section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this contract and while serving as an employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

### **SECTION 7 - DISPUTES**

7.1 This Contract shall be subject to the provisions of the State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

7.2 Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **SECTION 8 - MARYLAND LAW**

8.1 This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland.

## **SECTION 9 – MODIFICATIONS / AMENDMENTS**

9.1 Any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged.

## **SECTION 10 - NON-DISCRIMINATION IN EMPLOYMENT**

10.1 The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **SECTION 11 - CONTINGENT FEE PROHIBITION**

11.1 The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the consideration otherwise payable to the Contractor the full amount of such fee or other consideration.

## **SECTION 12 - TERMINATION FOR CAUSE**

12.1 If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State may seek to affirmatively collect damages. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

## **SECTION 13 - TERMINATION FOR CONVENIENCE**

13.1 The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time-to-time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

## **SECTION 14 - DELAYS AND EXTENSIONS OF TIME**

14.1 The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God,

acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

#### **SECTION 15 - SUSPENSION OF WORK**

15.1 The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

#### **SECTION 16 - PRE-EXISTING REGULATIONS**

16.1 In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

#### **SECTION 17 - FINANCIAL DISCLOSURE**

17.1 The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

#### **SECTION 18 - POLITICAL CONTRIBUTION DISCLOSURE**

18.1 The Contractor shall comply with the Election Law Article, sections 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term on (a) February 5, to cover the 6 month period ending January 31; and (b) August 5, to cover the 6 month period ending July 31.

#### **SECTION 19 - RETENTION OF RECORDS**

19.1 The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

#### **SECTION 20 - COMPLIANCE WITH LAWS**

20.1 The Contractor hereby represents and warrants that:

- (a) It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time, may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- (c) It shall comply with all Federal, State and Local laws applicable to its activities and obligations under this Contract; and,
- (d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### **SECTION 21 - LIABILITY FOR LOSS OF DATA**

21.1 In the event of loss of any data or records necessary for the performance of this Contract, where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records in the manner and time specified by the Procurement Officer.

## **SECTION 22 - INDEMNIFICATION**

22.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

22.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

22.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

22.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

## **SECTION 23 – COST AND PRICE CERTIFICATIONS**

23.1 By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

23.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

## **SECTION 24 – ADMINISTRATIVE**

24.1 Procurement Officer. Work under this contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this agreement shall be referred to the Procurement Officer for determination.

24.2 The Procurement Officer shall constitute the final acceptance authority for work performed.

24.3 Notices. All notices required to be given by one party to the other hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Timothy D. Baker  
Deputy State Archivist  
Maryland State Archives  
350 Rowe Blvd. Annapolis, MD 21401

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SECTION 25 – PAYMENT OF STATE OBLIGATIONS**

Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

## **SECTION 26 - REPRESENTATIONS**

Each party to this agreement represents and warrants to the other that it has full right, power and authority to execute this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first above written.

ATTEST: CONTRACTOR

\_\_\_\_\_  
BY: (name)

\_\_\_\_\_  
(title)

ATTEST: STATE OF MARYLAND

\_\_\_\_\_  
BY: (name)

\_\_\_\_\_  
(title)

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Assistant Attorney General

End of document February 13, 2006



BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

\_\_\_\_\_

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**D. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
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- 
- 

**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**H. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate

## Attachment B

value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

### I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

#### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

### J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

#### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
  - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

Attachment B

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

(1) The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ .

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**L. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**M. Repealed.**

**N. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_ (Authorized Representative and Affiant)

**COMAR 21.07.01.25  
CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the \_\_\_\_\_  
(title)

and the duly authorized representative of \_\_\_\_\_  
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

(1) The business named above is a (domestic\_\_\_\_\_) (foreign\_\_\_\_\_) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**C. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 200\_\_\_\_, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Signature (Authorized Representative and Affiant)

## RFP 07-04 Old House of Delegates Historic Furnishings Plan

### Attachment D – Financial Proposal Form

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#### INSTRUCTIONS

In order to assist offerors in the preparation of their financial proposals and to comply with the requirements of this solicitation, Attachment D, Financial Proposal Form, has been prepared. Offerors must print out and submit their bids on this form in accordance with the instructions specified herein. Do not alter the form or the bid may be rejected. The Financial Proposal Form is to be completed, signed and dated by an individual who is authorized to bind the firm to all prices and discounts offered. Enter all information in the space provided.

Price being bid must be clearly typed or written in ink. Price must be the actual price the State will pay for all services outlined in the RFP and may not be contingent on any other factor or condition in any manner.

It is imperative that the prices included on Attachment D Financial Proposal Form have been entered correctly and calculated accurately by the offeror. Any incorrect entries by the vendor will be treated as provided in COMAR 21.05.02.12. Except as instructed on the form, nothing shall be entered on the bid price form that alters or proposes conditions or contingencies on the bid price.

- A. Total price for all services described in RFP 07-04 Old House of Delegates Historic Furnishings Plan under Section 2.3 Deliverables

\$ \_\_\_\_\_

- B. Under Section 2.4 Consultant Services, the Archives requires the offeror to provide a description of the types of services that will be necessary to see the project through to completion and, as well, provide an estimate of the number of hours that will be required. Please indicate below the firm fixed price for monitoring each task.

Task \_\_\_\_\_

- |   |          |
|---|----------|
| 1. Monitor the design, fabrication and installation of the rostrum    | \$ _____ |
| 2. Monitor the design, delivery and installation of all textiles      | \$ _____ |
| 3. Monitor the design, delivery and installation of lighting fixtures | \$ _____ |
| 4. Monitoring the recreation of painted surfaces                      | \$ _____ |

Total price for Consultant Services: \$ \_\_\_\_\_

Total contract price (item A plus item B) \$ \_\_\_\_\_

Submitted by \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

# PROPOSAL FOR THE RESTORATION OF THE OLD HOUSE OF DELEGATES CHAMBER



Prepared for the State House Trust  
By the Maryland State Archives  
*September 2005*

## **Contents:**

- The Old House of Delegates Chamber: *A Case for a 19<sup>th</sup> Century Interpretation*
  - Proposal for Orientation and Exhibition Space
  - History of the House of Delegates Chamber
    - Drawings
  - Proposed Furnishings and Artwork
    - George A. Frederick, *Architect*

To: The State House Trust

From: Edward C. Papenfuse  
State Archivist

Date: September 26, 2005

Re: Proposal for Restoration of the Old House of Delegates Chamber

As requested by the State House Trust, Archives' staff has prepared the enclosed proposal for restoring the old House of Delegates Chamber to its late 19<sup>th</sup> century appearance. As envisioned, the room will be a multi-use facility with state-of-the-art meeting facilities and will also be a beautiful venue for ceremonies and receptions. Its 19<sup>th</sup> century decor and interpretation will be an excellent counterpoint to the 18<sup>th</sup> century Old Senate Chamber across the lobby and will feature the role of the noted Maryland architect George A. Frederick in the 1876 renovation of the State House.

The interpretation of the room will celebrate two major periods of the second half of the 19<sup>th</sup> century. The first will be the two constitutional conventions of 1864 and 1867 that were held in the Chamber. The Constitution of 1864 abolished slavery in Maryland. The Constitution of 1867 revised the Constitution of 1864 and, as amended to date, is still in effect today as the guiding document of Maryland state government. The Archives has, on deposit, the desk that was used by Fendall Marbury, a delegate from Prince George's County to both conventions.

The second major theme of the Chamber will be its complete renovation in 1876, a time when America was celebrating its centennial and demonstrating its accomplishments at the Philadelphia Exposition. This was a period of enormous national pride and a time of great rebuilding and showcasing of American craftsmanship and industry. The Archives has many photographs and other documentation of this renovation.

The proposal envisions the use of a number of portraits and other objects that the Archives already has as part of the Commission on Artistic Property inventory. Other pieces would need to be acquired through loan or purchase.

We believe that the next step is to engage a preservation architect to advise on architectural and decorative elements of the re-creation and to provide detailed drawings and specifications for the work. A working estimate as to the cost of the project is \$3 million, including renovations encompassing the current Calvert Room, Silver Room, and the Visitors' Center. This would include reconstruction, furnishings, such as the Speaker's rostrum, and interpretive exhibits.

This proposal is a key component of an overall action plan for refurbishing of the historical interpretive exhibits in the State House which will require an additional allocation of about \$700,000.



**The Old House of Delegates Chamber:**  
*A Case for a 19th Century Interpretation*  
Prepared by the Maryland State Archives  
for the State House Trust  
*September 2005*

Currently, the interpretation of the Maryland State House emphasizes the historic events of the 18th century that took place in the Old Senate Chamber, and the modern achievements of the 20th century exemplified by the working House and Senate Chambers. The events of these two centuries are further enhanced by the restored 18th century architecture in the "old" State House and the neoclassical architecture of the "new" annex of 1902-1906. The creation of a space decorated in the style of the 19th century, and devoted to interpreting the events of that period, will allow visitors to the State House to experience over three centuries of Maryland's history in one building, from the colonial period up to the present day.

The proposed restoration of the Old House of Delegates to its appearance during the late 19th century will provide a richly decorative backdrop for interpreting the critical era between the early and the modern history of the State House, when two of the most significant legislative events took place there: the passage of the Declaration of Rights in 1864 that abolished slavery; and the signing of the Constitution of 1867, that is, to this day, the Constitution of Maryland. Earlier in the 19th century, the General Assembly passed, at the persistent urging of Delegate Thomas Kennedy, the so-called "Jew Bill" which gave Jewish citizens the right to hold public office in Maryland. In the very early days of the century, the General Assembly voted, in 1802, to abolish all property qualifications for voting and extend suffrage in state elections to free white males over the age of twenty-one, rights it extended to federal elections eight years later. Events of the 19th century clearly show that Maryland was on the leading edge of securing the democratic principles of the United States for its citizens.

Several refurbishments are documented to have taken place in the Old House of Delegates during the 19th century. However, the most vividly documented redecoration took place in 1876, during America's Centennial, when the country was looking back to its colonial beginnings and celebrating the modern achievements of the Industrial Age. The great Philadelphia Exposition of 1876 was a pivotal event that inspired not only national pride, but a host of restorations and redecorations in public buildings throughout the country. The Maryland State House was no exception, undertaking a complete refurbishment of the House of Delegates Chamber as well as renovations to the Senate and Executive Chambers, rotunda, windows, and exterior overseen by Baltimore architect George Frederick. In fact, it was George Frederick who designed the Maryland State Building at the 1876 Exposition, which today is installed at Druid Hill Park in Baltimore. Further research into the decor of Frederick's State Building at the Exposition may yield some important links between the design of the State House and Maryland's presence on the national stage.

Two highly detailed photographs of the chamber during this period provide ample physical evidence to recreate the architecture, furniture, window treatments, and lighting of the 1876 redecoration. A high-style Victorian room, the House of Delegates Chamber exemplified the very latest tastes in both domestic and public buildings. Other photographic evidence of the period shows similar Victorian decoration throughout the State House, including elaborate architectural elements, which, over time, were lost. A recreation of this excessively decorative style in the Old House of Delegates Chamber will provide a glimpse of how the building looked during the period, and provide a dramatic contrast to the austere Classical architecture of the Old Senate Chamber across the hall.

It is proposed that the Old House of Delegates Chamber be re-created as a multi-use space, architecturally restored and decorated to its appearance in 1876, but including reproduction seating and interpretative areas to accommodate tour groups, meetings, and special events.

### **Historical Evidence and Proposed Furnishings**

Two photographic views of the Old House of Delegates Chamber provide extensive information about the decoration of the room during the last quarter of the 19th century. These photographs include detailed views of the Speaker's desk, the delegates desks and seating furniture, the light fixtures, window treatment, and decorative wall painting. To complement this visual evidence, an historic paint analysis was conducted in 1998 by Matthew Mosca in order to determine the color scheme of these decorations. While not a complete identification of colors, this analysis does indicate that the woodwork was faux painted in a wood grain pattern, which was very fashionable during the period. Additional research into the textiles may identify a particular pattern for the window treatments which could be used as a guide for determining an overall color scheme for the room.

Elements of the proposed restoration would include:

- A re-created Speaker's rostrum in the space where the original would have been;
- The 1858 Gould & Glanville desk with its label (MSA S 1259-142-220);
- Victorian window treatments;
- Re-created paint scheme on walls and woodwork from 1876-1878 renovations;
- Interpretive exhibits about important events that took place in the chamber in the 19th century;
- Pair of Victorian era pier mirrors from the original Governor's Mansion and previously stored in the State House basement;
- Period lamps, chandeliers and scones. Light fixtures installed in the 1876 renovation of the State House were created by Cornelius & Co. of Philadelphia, a major supplier of gas light fixtures in the late 19th century;
- Period photographs of the chamber in the 1880s and 1890s;

- Facsimile copy of the 1864 Declaration of Rights;
- Facsimile copy of the first page of the 1867 Maryland Constitution;
- Plaque honoring Thomas Kennedy, now in Silver Room;
- Portrait of Thomas Holliday Hicks (MSA SC 1545-1175), delegate and Civil War governor;
- Portrait of Thomas Swann, (MSA SC 1545-1044) governor, 1866 - 1869
- Portrait of Augustus W. Bradford, (MSA SC 1545-1107) governor 1862 - 1866
- *The Planting of the Colony* by Frank B. Mayer, (MSA SC 1545-1125), which was originally in the chamber
- *The Burning of the Peggy Stewart* by Frank B. Mayer, (MSA SC 1545-1111), also originally in the chamber;

Investigation of the architectural and structural issues involved in the restoration of the Old House of Delegates Chamber was part of Phase II of the Historic Structure Report and the findings are incorporated into the Archives' research website *mdstatehouse.net*. *Mdstatehouse.net* forms Phase I of the Historic Structure Report and a publication of the Archives of Maryland series of the Maryland State Archives. It incorporates all known documentation and images relating to the construction of the State House and changes to the building over time, from 1769 to the present.

### **Proposed Uses of the Re-created House of Delegates Chamber**

The re-created Old House of Delegates Chamber will be a flexible, multi-use room that can be used as interpretative space for visitors as well as a meeting room or location for special events, rather than a museum space like the Old Senate Chamber. The reproduction speakers' rostrum, which will be set apart by a wooden gallery based on an original design, could be wired for state-of-the-art audio/visual equipment to support high-tech presentations. Reproduction chairs, modeled after original sidechairs seen in period photographs of the room, will allow for public seating that can be rearranged according to the individual uses of the room. The room will also be a beautiful venue for receptions, ceremonies and other gatherings related to the work of state government. A space such as this is much needed within the State House.

The room will include exhibits highlighting some of the important events that took place in the chamber, including the writing of the Constitution of 1864 in which slavery in Maryland was abolished and the Constitution of 1867 which is still in force today. It will also feature portraits of mid-19th century governors of Maryland and two of the most important paintings acquired by the legislature during the late 19th century by Annapolis artist Frank B. Mayer. Two original desks from the chamber will be used as interpretive anchors for describing the historic events that occurred in the room over the 19th century.

### **Attachments**

- House of Delegates Timeline extracted from *The State House at Annapolis* by Morris L. Radoff, 1972
- House of Delegates Chamber, 1878-1893. MSA SC 182-02-160
- House of Delegates Chamber, 1893-1904. MSA SC 182-02-0520
- House of Delegates Chamber, as Department of Legislative Services office, 1948. MSA SC 4082-1-85
- House of Delegates Chamber Chronology. MSA SC 5287-33-4
- "Improvements at the State House," *The Planters Advocate*, March 31, 1858
- 1858 House of Delegates desk made by Gould & Glanville
- 1998 Plan for Victorian Restoration of Old House of Delegates by Henry Johnson
- Historic Paint Finishes Report for the Calvert Room and the Maryland Silver Room, MSA S 1259-131-1092b
- Paint samples from Historic Paint Finishes Report
- Details:
  - Window behind podium
  - Chandelier
  - Sconce

A publication of *mdstatehouse.net*  
MSA SC 5287-33

## ***What Really Goes on in This Building?***

### **Orientation to the State House and Interpreting State Government**

Two interpretive elements that are missing from the State House are an orientation to the building and the Annapolis complex and an explanation of the process of government that takes place in the building.

The ideal place to offer these interpretations is in the space now occupied by the Visitor's Center. While the Visitors' Center staff would maintain a presence in the space, it would also be used for exhibits and interactive kiosks for people to learn about the State House, and the process of modern state government. These exhibits would be, for the most part, state-of-the-art electronic exhibits, designed to engage school children who are increasingly accustomed to using 21st century technology.

Some of the subjects of the exhibits would include: How are laws introduced? How are they passed? How do the two branches of government work together to make the laws of our state? Who are the major players in both branches of government? This will be an opportunity to introduce visitors to Maryland's system of government, as well as to its most important elected officials.

A major enhancement to visitors' experience in the State House would be the creation of an orientation film about the history and use of the State House. Visitors to historic sites have come to expect this sort of introduction as a way to begin their visit, and put into context the rooms and exhibits they are about to see. Today's technology would allow for a large flat-screen LCD monitor to be installed at the far end of the room, between the windows, allowing for a continuous loop video presentation introducing visitors to the State House.

We also propose one or two small exhibit cases that could be utilized for changing exhibits related to a specific historic objects or event that might not otherwise be interpreted in the State House, and for focusing attention on current events and activities of state government. An example of one such exhibit would be a small selection of pieces from the *USS Maryland* silver service, which will be displaced by the restoration of the Old House of Delegates Chamber. (The remainder of the service would be retired to the Archives and would be placed on display in the new exhibit space that is being proposed as part of the renovation and expansion of the Archives building.) Another example (using today's current events) might be a display about the state's response to the victims of Hurricane Katrina, or an exhibit about how recent legislation is being enacted to benefit Maryland's citizens.

*Prepared by the Maryland State Archives  
for the State House Trust  
September 2005*



## **A Brief History of the House of Delegates Chamber**

The first known floor plan of the Maryland State House, published in the *Columbian Magazine* in February 1789, shows a classically Georgian plan, with the Old Senate Chamber to the right of the main door and the House of Delegates Chamber to the left. The two chambers were of the same size and were mirror images of each other, with raised podiums - "thrones" for the Speaker and the President - and a gallery at the back of the room. The first meeting of the General Assembly in the new State House took place in the Old House of Delegates Chamber at the start of the March 1779 Session. It was one of the very few rooms in the building that were finished.

In 1807, an earlier plan to model the Maryland House of Delegates on the U.S. House of Representatives was revived. By this time, the House of Representatives had moved into its new Chamber in the Capitol Building, which had been designed by William Thornton and Benjamin Henry Latrobe. The Governor and Council ordered that the room be "laid off in circular form, and that the desks be raised one above the other, as nearly like the room occupied by Congress as may be practicable" and that it be furnished with a new carpet and completed by the meeting of the legislature.

At the time, members of delegations from each county and Annapolis and Baltimore shared a single desk. A combination of twelve straight and nine circular desks were clustered in one group of three and the rest in twos and covered with green cloth. A desk believed to be that of the Speaker was furnished to the Chamber at this time. This desk is now the Museum of Fine Arts in Boston.

Although built more than two decades before the completion of the U.S. Capitol, the Maryland State House may have been the first state house in the United States to show deference in its construction to the Capitol in Washington D.C. Until 1824, state capitols across the nation were built and arranged according to regional architectural elements. The General Assembly's decision to model the House of Delegates Chamber after the Hall of the House of Representatives was truly a revolutionary one, as Maryland legislators grasped the importance of bridging the separation between the state and federal governments to unify the nation.

Very few substantive changes were made to the House of Delegates Chamber until around 1837, when the desks were painted and six new ones were added to accommodate two more delegates from Baltimore City and four delegates from the newly created Carroll County. Thus, the layout of the chamber devised in 1807 would have been the one that the Marquis de Lafayette would have seen when he made his historic visit to Annapolis in December 1824, accompanied by his son, George Washington Lafayette. During this visit, the Marquis, on December 20, visited the Senate and the House of Delegates where, according to a contemporary newspaper account, "addresses were made to him by the President and the Speaker."

This is also the layout that would have been seen when Thomas Kennedy, delegate from Washington County, waged his long battle for the right for Jews to hold public office in Maryland. This fight, which began in 1819 with the introduction of the bill entitled "An Act to extend to the sect of people professing the Jewish religion the same rights and privileges that are enjoyed by Christians," culminated in the bill becoming law in 1826.

The most dramatic change to the House of Delegates Chamber occurred in 1858 when it was expanded to almost twice its original size to accommodate its growing roster of members which reflected the state's increasing population. To accomplish this, the adjoining Committee Room was added to the space. New desks were purchased from the Baltimore firm of Gould & Glanville. It was reported that the room was now so commodious for both members and spectators that at least two Constitutional Conventions were held in it, in 1864 and 1867. The Constitution of 1864 was significant historically because it contained a Declaration of Rights that, in its first article, abolished slavery in Maryland. The Constitution of 1867 is still the Constitution of Maryland, with amendments that have passed since its adoption.

In 1878, more renovations were made to the Chamber and new desks were purchased. Contemporary photographs show a crowded room with an elaborate podium decorated in the high-Victorian style. Paint analysis has revealed that the plaster walls, including the heating grates installed in 1858, were likely painted a soft light brown and the woodwork, including window surrounds, shutters and chair rail, were grained with a brownish-yellow finish. The decorative appearance of the Chamber at the close of the 19th century was a combination of the 1858 and 1878 renovations. The existing plaster ceiling with beams and three large panels dates to the 1858 expansion, and the elaborate ornamentation visible in photographs was added in 1878. Victorian renovations in 1878 also replaced the original woodwork, including shutters and window frames, and the chair rail was removed sometime after 1893.

By the beginning of the 20th century, it was clear that the State House need a major modernization to meet the needs of growing legislative and executive branches of government. The two 19th century annexes were removed and the present Annex was built under the direction of architects Baldwin & Pennington. In 1904, the House of Delegates held its first session in its new chamber.

Since 1904, the space that had been occupied by the House of Delegates has been used for many different purposes, including as a state museum space, as office space for the Department of Legislative Reference and then, in 1968, the current dividing wall was erected to form two committee rooms. The doors in these spaces probably date to c. 1905, and renovations in 1948 removed all of the remaining 19th-century plaster from the walls. By 1985, these two rooms had been designated the Calvert Room and the Maryland Silver Room. At present, the Calvert Room is used as meeting space and is under the jurisdiction of the office of the president of the Senate. The Silver Room contains exhibits of the USS Maryland Silver Service and documents and images relating

to Maryland and the U.S. Constitution; it is also used by the office of the speaker of the House as meeting space. Two famous paintings by Francis B. Mayer are also on display in the Silver Room: *The Planting of the Colony of Maryland* and *The Burning of the Peggy Stewart*.



House of Delegates Chamber, 1858-1878

1858

- - 15 January - Ordered that 18 old chairs used by this House be appropriated for the use of the Court of Appeals. (60)
  - 25 January - State Librarian ordered to transport to the President and Board of Trustees of Cambridge Academy, in Cambridge, Dorchester County, for the use of said Academy, the balance of old chairs formerly used by this body. (134) Also, bill entitled an "Act appropriating a sum of money to Gould and Glanville for desks and chairs furnished the House of Delegates," passed and sent to the Senate. (139)
  - 28 January - State Librarian ordered to procure and set up in this House, a new table for the Speaker of such material and design as the Speaker may approve. (170)
  - 29 January - Ordered that the present speaker's desk shall be delivered to Charlotte Hall Academy when replaced by the new one. Motion amended and rejected. (185-186) Also, Bill entitled an "Act supplementary to an act appropriating a sum of money to pay for a painting illustrating the surrender of George Washington and his commission of Commander in Chief," passed and returned to the Senate. (192)
  - 4 February 1858 - Correspondence between House and Senate re: appointing joint committee re: constructing a fire-proof building to preserve the records of the State; to increase the dimensions of the House Chamber, and adding two committee rooms for the accommodation of each branch of the Legislature lighting the whole building with gas and warming the same with furnaces. (247-248)
  - 11 February 1858 - Librarian directed to have American Flag displayed from dome of the State House each day as soon as the House of Delegates shall be in session, and not lowered until both Houses shall have adjourned. (330)
  - 15 February 1858 - Joint Committee on Public Buildings requested to examine and ascertain whether the State House is safe from the accident of fire by the mode now used to heat House Chamber and the Library. (381)
  - 25 February 1858 - Senate endorses House bill from 4 February 1858. (603)
  - 26 February 1858 - Senate passes said bill. (623)
- *Proceedings of the Senate, 1858 Session*
  - 25 January - Report of the Special Committee appointed to contract for and procure a painting for the use of the Senate Chamber illustrating the surrender of George Washington of his Commission as Commander in Chief. (77-78)
  - 4 February - Message to the House, proposing a joint committee to inquire into the expediency of constructing a fire-proof building for preserving the records of the State, of increasing the dimensions of the present chamber used for the sittings of the House of Delegates; of adding two committee rooms for the

accommodation of each branch of the Legislature; of lighting the whole building with Gas, and warming the same with Furnaces. (133) House appoints members to the committee. (139)

- 23 February - Bill entitled, "an Act appropriating a sum of money for the rendering the more secure, against fire, the State House and the public archive, for erecting a fire-proof record office, and for enlarging the State Library room, and the Hall of the House of Delegates." Bill referred to committee on Finance. (294-295)
- 24 February - Bill entitled, "an Act appropriating a sum of money for the rendering the more secure, against fire, the State House and the public archive, for erecting a fire-proof record office, and for enlarging the State Library room, and the Hall of the House of Delegates," is considered, and amendments proposed. (325-326) Bill passed by the House on 26 February. (359)
- January-March - Laws of Maryland, 1858 Session. General Assembly (Laws, Original)
  - 28 January 1858 - Chapter 26 entitled "An Act appropriating a sum of money to Gould & Glanville, for desks and chairs furnished the House of Delegates and freight on the same. Be it enacted by the General Assembly of Maryland, that the Treasurer, upon the warrant of the Comptroller, is hereby authorised and required to pay Gould & Glanville the sum of 1679 for 73 desks and chairs, and freight on the same, furnished the House of Delegates of Maryland," is passed. (30)
  - 25 February - Chapter 105 entitled "An Act appropriating a sum of money for the rendering the more secure, against fire, the State House and the public archive, for erecting a fire-proof record office, and for enlarging the State Library room, and the Hall of the House of Delegates, &c," is passed. (140-142)
  - 10 March 1858 - Chapter 219 entitled "An Act making appropriations for the support of Government for the year ending on the first day of January eighteen hundred and fifty-nine" is passed. \$100.00 appropriated to the superintendent of the Public Buildings and grounds.
  - 10 March 1858 - Chapter 409 entitled "An Act making appropriations for the support of Government for the year ending on the first day of January eighteen hundred and sixty" is passed. \$100.00 appropriated to the superintendent of the public buildings and grounds.
- 8 December 1857 - 21 June 1858 - COMPTROLLER OF THE TREASURY (Paying Warrants) MSA S 703-10 (2/65/11/20)
  - 1 February No. 316 to Gould and Glanville in payment of special appropriation passed in their favor at Janry session of 1858 for their bill of desks and chairs and furniture supplied for the House of Delegates of MD. \$1,679.00.
  - 5 February No. 333 to Louis Gootie[?] in payment of amount of special appropriation passed in his favor at January Session of 1858 for services rendered [cleaning and repairing?] House of Delegates of MD. \$200.00.

- 21 June 1858-1 January 1859 - List of expenses paid by the State of Maryland relating to work done on the State House and the Public Buildings and Grounds. Expenses include fireproofing, brick, stone, and iron work, plastering, and wages of laborers. Includes 25 August No. 1139 to Collins, Heath & Hutchinson in payment of their draft for amount of special appropriation passed in their favor at January Session 1858 for material supplied and labor on Furnace of House of Delegates. \$70.00  
COMPTROLLER OF THE TREASURY (Paying Warrants) MSA S 703-12 (2/65/11/22)
- Photographs of Gould & Glanville desk and label. MSA s1259-142-220.
- Desk from the House of Delegates Chamber made by Gould & Glanville. The Walnut desk is 24 inches across by 24 inches wide, 27 inches high in the front and 31 1/2 inches high in the back. Desk owned by private collector. (MSA S 1259-131-1402)
  - Front
  - Left Side
  - Top
  - Inside
- Black and white photograph Gould and Glanville Desk. See also: note on back of the photograph shows desk owned by Mrs. Charles Ligon, of Ellicott City. Bottom of desk signed "A Kimmel, 1858-60." Anthony Kimmel was a Senator from Frederick County in 1858 and in 1860. (MSA SC 617-1)
- 31 March 1858 - Annapolis Gazette reports on the progress of the improvements in the Hall of the House of Delegates, the Senate Chamber, the Library, and the fire-proof Record Building. *Planters Advocate* MSA SM 3601.

1860

- January - Documents from the House of Delegates, 1860 Session.
  - 6 January - Message of the Governor Thomas Holliday Hicks to the General Assembly. Message summarizes provisions of the last General Assembly regarding the State House, and advocates the preservation of the Senate Chamber. Governor also speaks in support for providing the "necessary appointment of watchmen, keepers of the House and grounds" for the preservation of the Public Buildings. Includes previous enlargement of the House of Delegates Chamber. (Document B, 16-17)
  - 10 January - Report of the State Librarian to the Committee on the State Library. The State Librarian is Llewellyn Boyle. General Assembly (Public Documents) 1860 Session, Document NN.
  - 18 January - Report of the Committee on Repairs of the Public Buildings. Under the Act of 1858, the Committee was appointed to appropriate a sum of money to render the State House more secure against fire, and enlarging the State Library room and the hall of the House of Delegates. (Document G, 1-5)
  - 20 January - Report of the Treasurer of Maryland of his Accounts with the

Comptroller for 1858 and 1859. (Document K, 20)

- Proceedings of the House of Delegates, 1860 Session.
  - 9 January - Speaker ordered to have the lobbies cushioned and that the center one be reserved exclusively for ladies. (26)
  - 10 January - Petition submitted from Thomas Godey for payment for furnishing speaker's desk. (38)
  - 11 January - Doorkeeper ordered to procure a sheet iron plate and have it covered with grass carpeting, and placed over the steam flue of the floor of this House. (46)
  - 30 January - Sergeant at Arms ordered to procure two gates to be made and hung at the entrance of the ladies gallery. (225)

1862

- 8 March - Chapter 192 of the Laws of Maryland appropriating a sum of money for various claims for repairs in the State House. Repairs include plastering, painting, and ventilation work in the House of Delegates and the Senate Chamber; work done in the water closets; and for purchasing furniture and other repairs in the Speaker's Room. Laws of Maryland, 1862 Session, Chapter 192. MSA S S 966-385.

1865

- 22 March - An Act to appropriate money to pay Sisco & Brothers for flags for the House of Delegates, and McDowell, Robinson & Co. for carpeting, mats and matting furnished for the House of Delegates, is passed. Laws of Maryland, 1865 Session, Chapter 64, p. 94
- 17 May - Receipt of payment of \$31.80 to William J. Jewell for lights in the Hall of the State House, the Senate Room, Armory, Water Closet, House of Delegates, Treasury Building, and glazing at the Executive Mansion. Governor (Miscellaneous Papers) 1862 MSA S 1274-89-32, Voucher 265
- 26 May - Payment to C.A.S. Wolf for repairing clocks in House of Delegates Chamber and Lieutenant Governor's Room. Governor (Miscellaneous Papers) 1862 MSA S 1274-89-32, Voucher 266

1867

- Proceedings of the Senate, 1867 Session.
  - 22 January - Secretary of the Senate directed to cause the Senate Chamber to be furnished with mats similar to those now in use in the House Chamber. Secretary also directed to have covered with matting, the entrances leading to the Committee Rooms of the Senate. (80)
  - 24 January - Noted that the Secretary has made and put up good and substantial steps to the back entrance of the Senate Chamber. (97)
  - 4 February - Secretary of the Senate authorized to have the lobby of the Senate



Chamber re-arranged and more comfortable seats furnished therein. Also, the State Librarian directed to cause a plan to be prepared for the enlargement of the State Library, embracing four additional Committee Rooms for the use of the Senate, beneath said enlargement, and also an estimate of the probable cost. Report to be furnished to the Senate by 15 February. (141)

- 19 February - Secretary of the Senate directed to cause the register to be removed from its present position, and placed in the center of the Senate Chamber, beneath the chandelier. (264)
- 22 March - Secretary of the Senate authorized to have constructed, in the interval between the session, some suitable means of ventilating the Senate Chamber by a ventilator or ventilators in the ceiling of the Chamber to communicate with the open air by openings in the outside walls, between the ceiling and floor of the Executive Chamber. (794)

1872

- Description of The State House, both exterior and interior, and other buildings on State Circle, from Owen M. Taylor's History of Annapolis, the Capital of Maryland, Includes History and Description of the Naval Academy. Title Page, Introduction, Pages 12-13, 14-15, 16-17, and the appendix, pages 52-53, and 54. Includes the enlargement of the House of Delegates Chamber.
  - "On the left of the hall, immediately opposite to the Senate Chamber, is the House of Delegates. This apartment originally was of the same dimensions as the former, and had also a gallery for the accommodation of spectators; and at that period was suspended from the walls a large picture, presenting a full length likeness of General Washington, attended by General LaFayette and Colonel Tilghman, his aides-de camp, the Continental army passing in review. In his hand he hold the articles of capitulation at Yorktown. This picture was painted by Charles Wilson Peale, in pursuance of a resolution of the General Assembly of Maryland.
  - The Chamber of the House of Delegates has within several years past been much enlarged and handsomely refitted, and is capable of accommodating all its members, who sit at desks conveniently arranged, together with the numerous spectators who from day to day visit that body. The last three Conventions to reform the organic law of Maryland assembled and held their deliberations in this hall." (MSA Library Call Number 1091)
  - Washington, Lafayette and Tilghman has been moved to the Court of Appeals Chamber (MSA Library Call Number 1091) See also Series 11,12,15, 21, 22, and 23 for specific descriptions of rooms and buildings.

1874

- March-April - Laws of Maryland, 1874 Session
  - 27 March - An Act to appropriate money to pay for various work in the Senate

Chamber and Committee Rooms, and painting in the House of Delegates and Senate Chambers, is passed. Chapter 119, 159-160.

- 11 April - An Act to authorize the payment for sewerage and for furnishing water pipes for the State House and the Governor's Mansion, is passed. Chapter 360, 525.
- 11 April - An Act to appropriate a sum of money to pay Henry W. Jenkins and Sons for chairs furnished for the Senate Chamber, is passed. Chapter 442, 665-666.
- 11 April - An Act to appropriate a sum to add a fire-proof addition to the building known as the Comptroller's Office. Chapter 445, 667-668. The act notes that "the building known as the Comptroller's Office is entirely too small to accommodate the increased business of the Comptroller of the Treasury, the Commissioner of the Land Office, the Board of Directors of the Chesapeake and Ohio Canal Company, and the Insurance Commissioner, all of whom conduct and transact the business of their respective departments in said building."

1876

- 5 January-8 July - COMPTROLLER OF THE TREASURY (Paying Warrants)  
MSA S 703-40 (2/65/12/5)
  - 29 March, No. 732 to Wm. L. Pfiffer for work on and materials furnished for the Hall of the House of Delegates, the Speakers Room, and various committee rooms in accordance with the provisions of Chap. 100 of 1876. \$855.78
  - 29 March, No. 724 to James E. Tate, for articles furnished the Senate Chamber and the rooms of the House of Delegates & Senate Chamber in accordance with Chap. 100 of 1876. \$287.06
  - 14 April, No. 868 to Jeremiah W. Kalmey for work done in the Hall of the House of Delegates and rooms connected therewith as per order of the Chief Clerk of the House of Delegates & for work done in the Senate Chamber as per order of the Secy of the Senate. Chap 100 & 334 of 1876. \$898.50
  - 22 April, No. 942 to Samuel Stewart for plumbing and repairs to House of Delegates and rooms connected therewith. Chap. 334 of 1876. \$79
  - 28 April, No. 970 to James E. Tate for materials furnished the Senate and House of Delegates. Chap. 329 of 1876 \$75.30
- 5 January-8 July - List of expenses paid by the State of Maryland relating to work done on the State House and the Public Buildings and Grounds, including materials and work done in th Old Senate Chamber, the House of Delegates Chamber, and the Committee Rooms. COMPTROLLER OF THE TREASURY (Paying Warrants)  
MSA S 703-40 (2/65/12/5)
- 30 March - An Act to appropriate a sum of money for the repair and improvement of the State House (Proceedings and Acts of the General Assembly of Maryland 1876, Chapter 199) (The Archives of Maryland Vol 199, p. 3102)
  - "For the thorough heating and ventilation of the Senate Chamber, the Hall of

the House of Delegates and rooms generally, twelve hundred dollars; for plastering and repairs necessary, two thousand dollars; for painting and frescoing Hall, Senate, House of Delegates, Governor's room, and the painting of the work necessary on the interior and exterior of the building, six thousand dollars or so much thereof as may be necessary."

- 30 March - General Assembly approves appropriation of \$32,000 for the repair and improvement of the State House. Discussion of work on roofs, floors, ceilings, windows, heating, ventilation, plastering, painting and frescoing in the Old Senate Chamber, the House of Delegates Chamber, and the Governor's office.(Chapter 194, 1876 Laws of Maryland, 303-304)

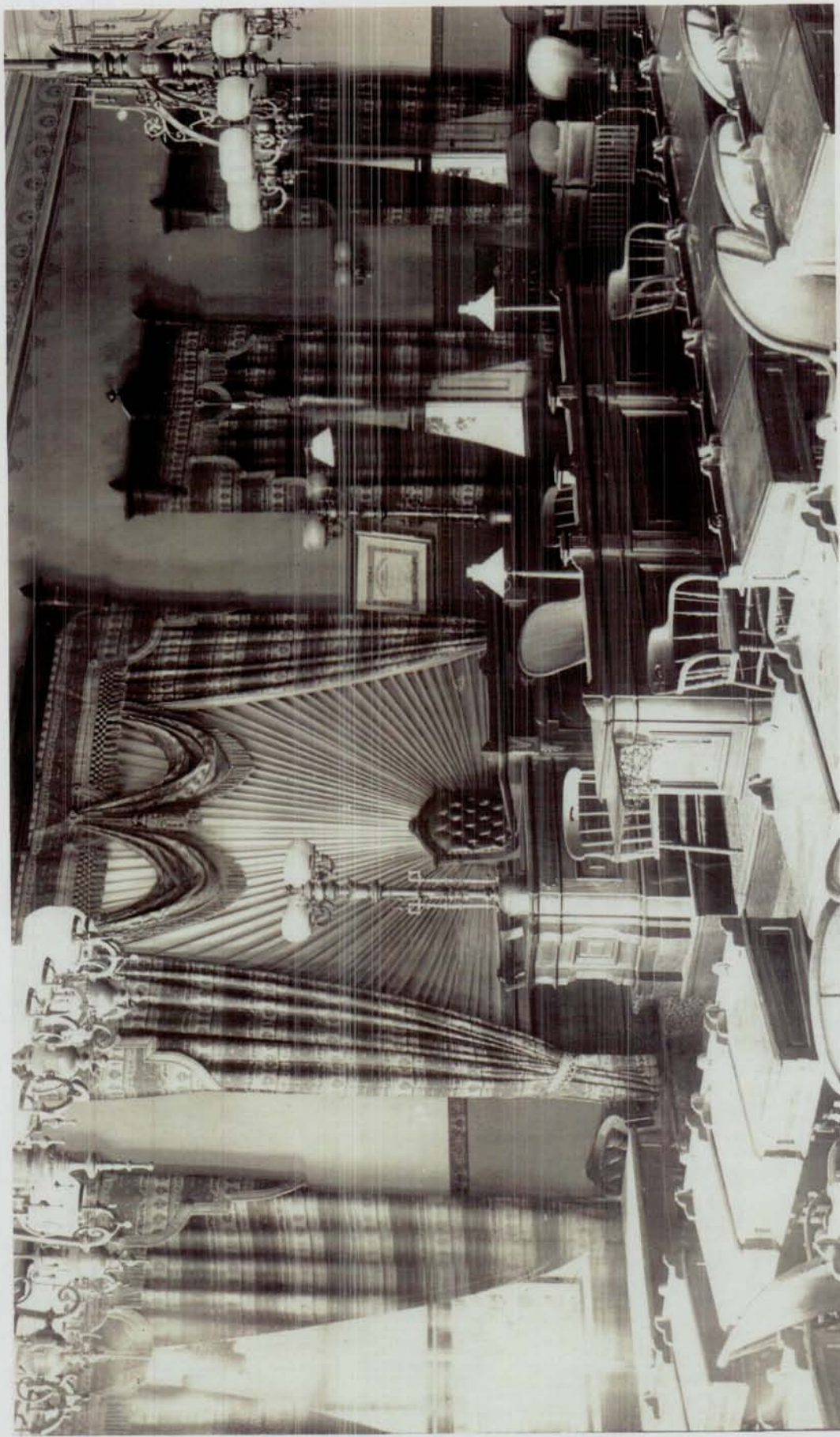
1878

- 3 January - Message of Governor John Lee Carroll to the General Assembly re: State House improvements. Also, letter from George A. Frederick to Governor John Lee Carroll re: heating improvements and other repairs to the State House. General Assembly (Public Documents), 1878 Legislative Session, Document A, 51-52, 76-80. Letter contains details of work done, conditions of the floor, ceiling and gas lights, and cost of replacing furniture in the House of Delegates.
- Report of Select Committee to Investigate the Repairs upon the State House. MSA SC 5287-5.
  - Report of Select Committee to examine into expenditures by the Board of Public Works. Recommends reduction of R. J. Davidson's bill by 20%.
  - List of bills unpaid, p.6 Total expenditures \$111,388.29
  - Additional Report of the Minority Committee, p. 11 Submitted by Edward L. F. Hardcastle, W. Campbell Hamilton, and S. Cox, Jr. Concludes that estimate was exceeded without Legislative approval and that expenses, particularly furniture purchases, are not all justified.
  - Testimony of Witnesses
    - George A. Frederick, employed as Superintendent Architect, p. 15. Testifies to a flexible estimate, a 5% fixed commission, and no existing contract between the Board of Public Works and Frederick. Testifies to condition of roof, rotunda, cellar, flooring, frescoing, and furniture.
    - Joseph M. Marshall, resident Superintendent of the State House Improvements, p. 23. testifies as carpenter, in charge of carpenter's wages, laborer's wages, scaffolding, and plastering of the cellar, doors, and roof, as well as furniture expenses. Includes scaffolding, plastering, fixing the floor and joists, and replacing the doors in the House of Delegates Chamber.
    - Joseph T. Jewell, Bricklayer, p. 32. Dealings with Frederick and Marshall, wages paid.
    - James A. Vansant, excavating and hauling, p. 33. Wages for horse and cart, as well as labor.
    - J.W. Kalmey, painting, p. 34. Testifies there was no commission in

contract.

- George G. Watkins, plastering, p. 35. Odd jobs of altering doors, shelving, putting locks on, etc.
- Testimony of The Board of Public Works, p. 37. Committee consisted of Brown, Hamilton, Snowden, Cox, Hardcastle, and Spencer.
  - Governor John Carroll, p. 38. Testifies that there was not a difference between original estimate and appropriation, that once the building was stripped, that it was in a worse condition that was anticipated. The architect audited bills, and once the project was begun, it had to be finished.
- Testimony of Witnesses
  - Wm. E. Banks, lumber, p. 43. Georgia lumber used.
  - Thomas Jenkins, furniture, p. 45. Furniture supplied for the Senate Chamber, the Reception Room, and the Post-Office.
  - Thomas Hayward, heating, p. 47.
  - George Brewer, General Freight Agent Annapolis and Elkridge railroad, p. 49.
  - John Renwick, furniture, p. 49. Desks in the house of Delegates and Senate Chambers.
  - Mr. Knipp, furniture, p. 49. Senate rail and President's Desk.
  - John L. Lawton, doors, mouldings, brackets, p. 51. Also, counter, desk-rail, and bench in the Court of Appeals.
  - John C. Knipp, furniture, p. 55. Furniture for the House of Delegates, Senate Chamber, Court of Appeals, Senate Post-Office, President's Room, Speaker's Room, and Committee Rooms. Desk-wood shrinkage discussed.
  - Wendell Bollman, floor-beams, castings, and rods of roof, p. 56. Cellars and walls worked on.
  - George W. Starr, ornamental plastering, p. 57.
  - Jacob Green, lime, plaster, hair, p. 57.
  - James McAllister, cement, lime, hair, and calcinated plaster, p. 58.
  - George J. Dufur, wire work, p. 59. Railing in Senate Chamber, cellar windows, and basement doors.
  - Ambrose M. Emory, paint, window glass, p. 59
  - Plummer M. Ijams, hardware, p. 60.
  - Lewis Loewenstein, slate on roof, p. 61.
  - Joseph Harig, tinning, spouting and roofing, p. 62.
  - A.D. Emmart, frescoing and graining of woodwork, p. 63. Work done in the Court of Appeals and three adjoining rooms, the Senate Corridor and House of Delegates Corridor, the Executive Chamber, the Governor's Private Office, the Adjutant Governor's Room, the Post-Office, the Senate Chamber, and the Senate Reception Room..
  - Robert J. Hayes, carpets and maps, p. 64.
  - R.J. Davidson, plumber & gas-fitter, p. 68.





Speaker's Podium, House of Delegates Chamber, c. 1876-1893

Details include: Victorian window treatments and shutters, light fixtures, painted chair rail, furniture by Harrington & Mills, and 1876 certificate





House of Delegates Chamber, c. 1876-1893

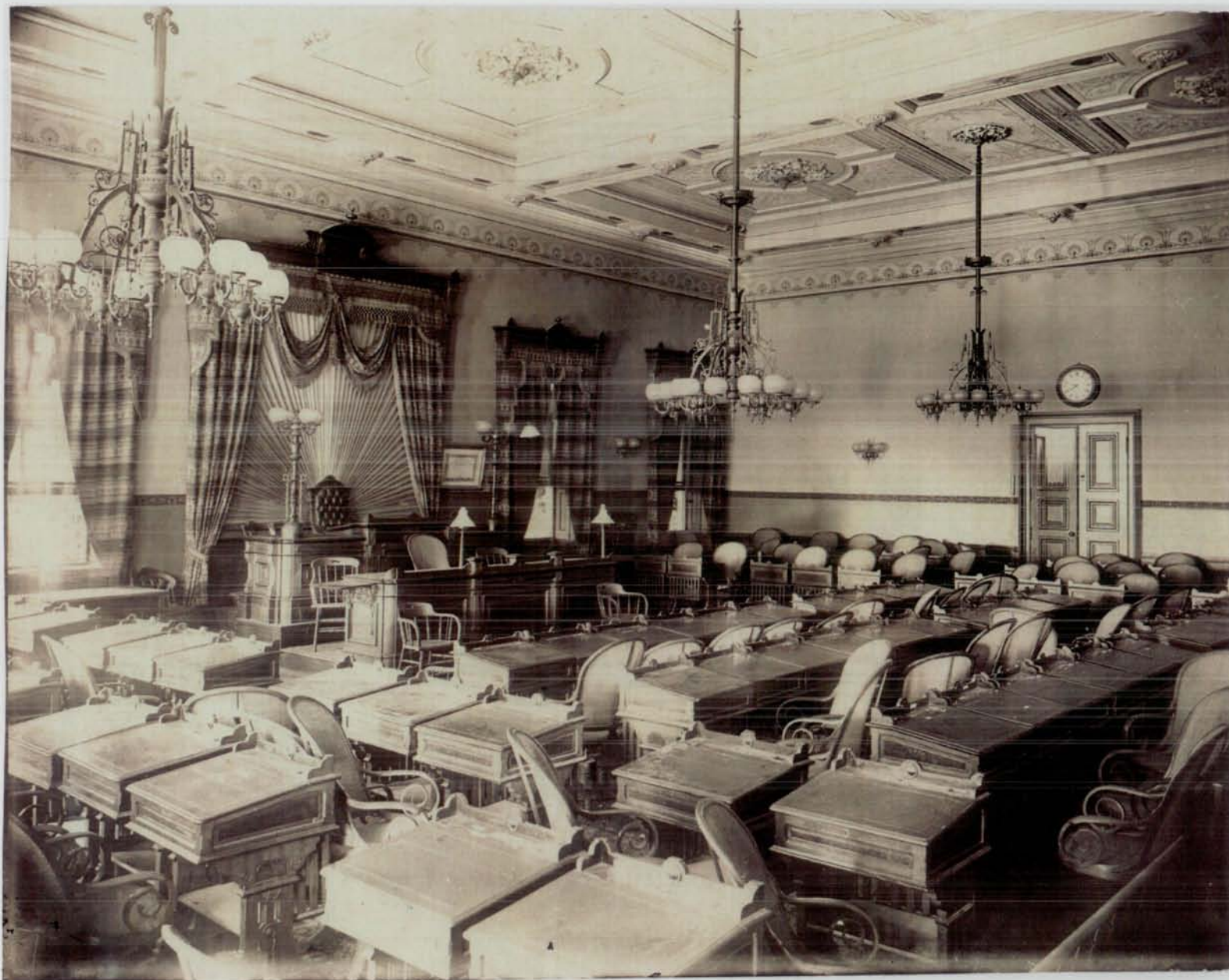
Details include: Victorian window treatments and grained wood cornice, Speaker's podium, seating furniture, 1876 certificate





House of Delegates Chamber, c. 1893-1904, showing locations of F.B. Mayer's *The Planting of the Colony* (1893), and *Washington, Lafayette and Tilghman*, all chandeliers in Chamber, profile of Speaker's podium





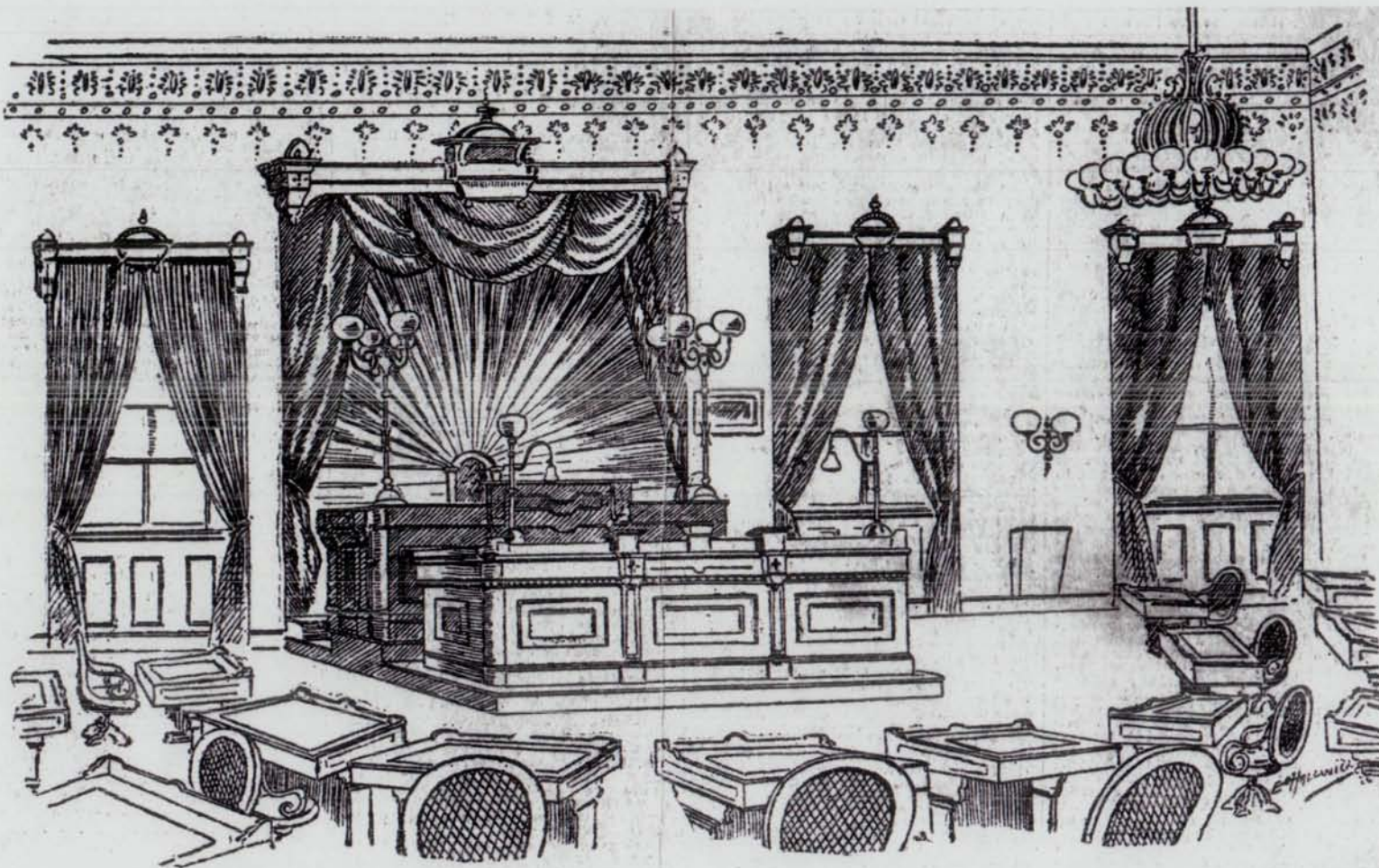
House of Delegates Chamber, c. 1876-1893, showing window treatments, grained door and cornices, all chandeliers, seating furniture, painted chair rail, and wall sconces





Painted ceiling, House of Delegates Chamber, 1876





SPEAKER'S DESK IN THE HALL OF THE HOUSE OF DELEGATES.

Drawing of House of Delegates Chamber,  
"Maryland's State House...," *Baltimore American*, December 1, 1895



Grained doors and woodwork in House of Delegates Chamber, 1876.  
This door connects to present-day State House Visitors' Center



Types of Seating Furniture in House of Delegates Chamber, 1876-1904



1876-1893



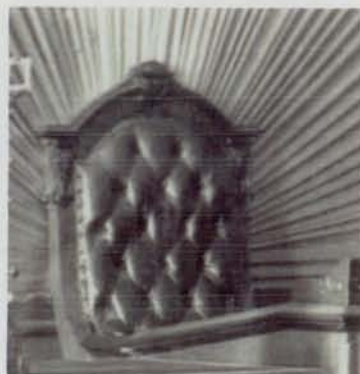
Member's chair, 1876-1893



1876-1893



1893-1904



Speaker's chair, 1876-1904

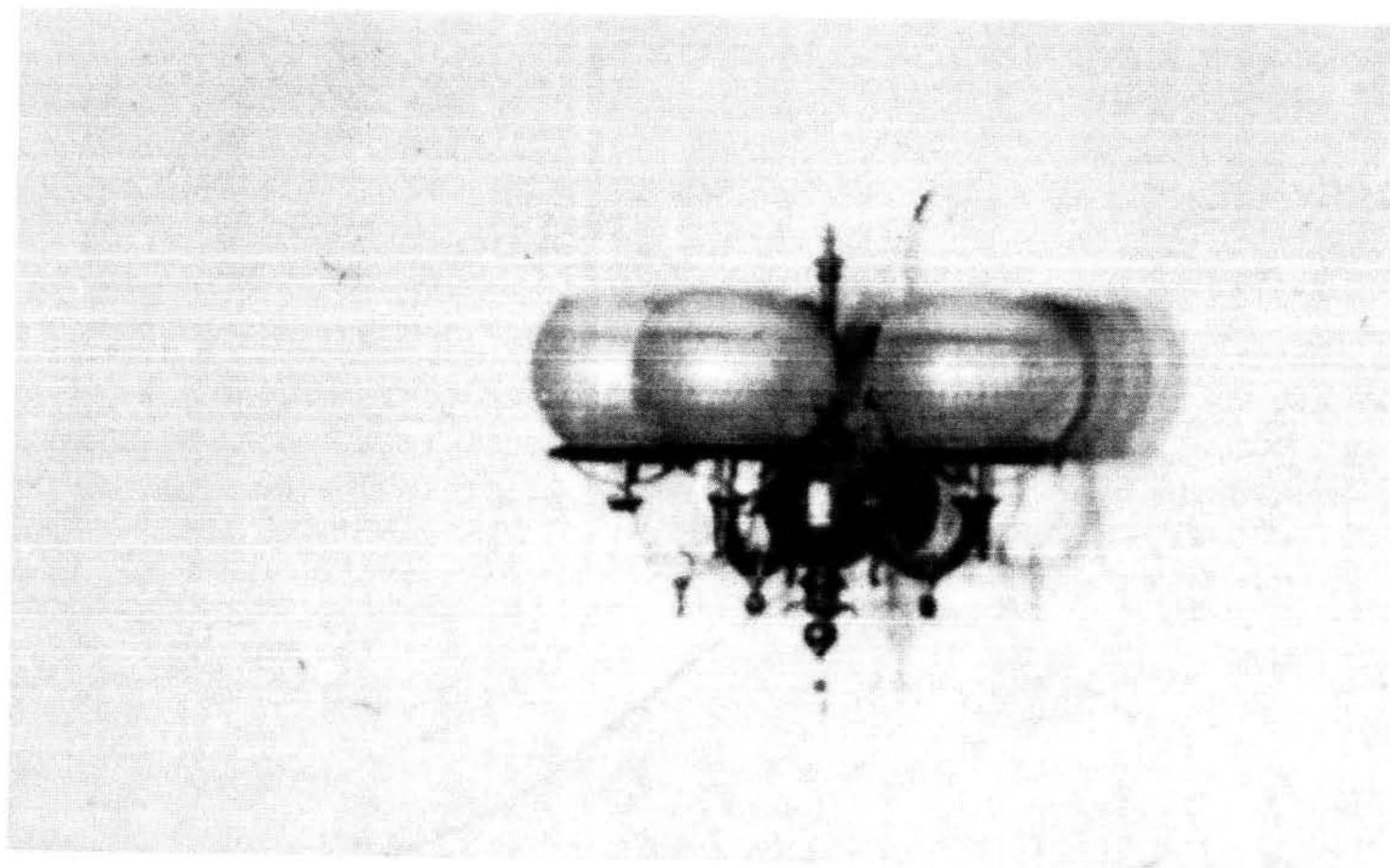


1893-1904

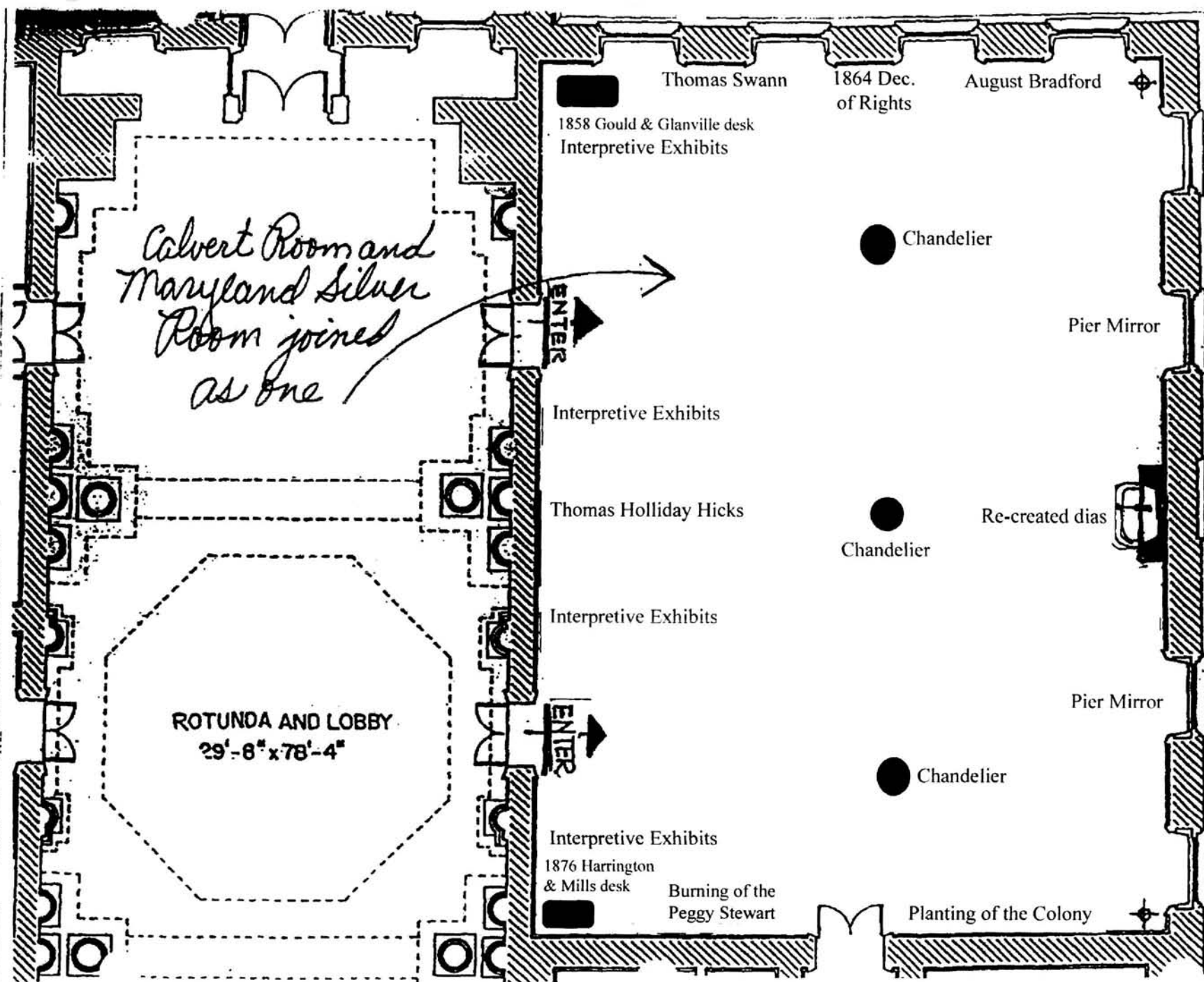




Chandelier fitted for gas and electricity, c. 1876, Cornelius & Co., Philadelphia



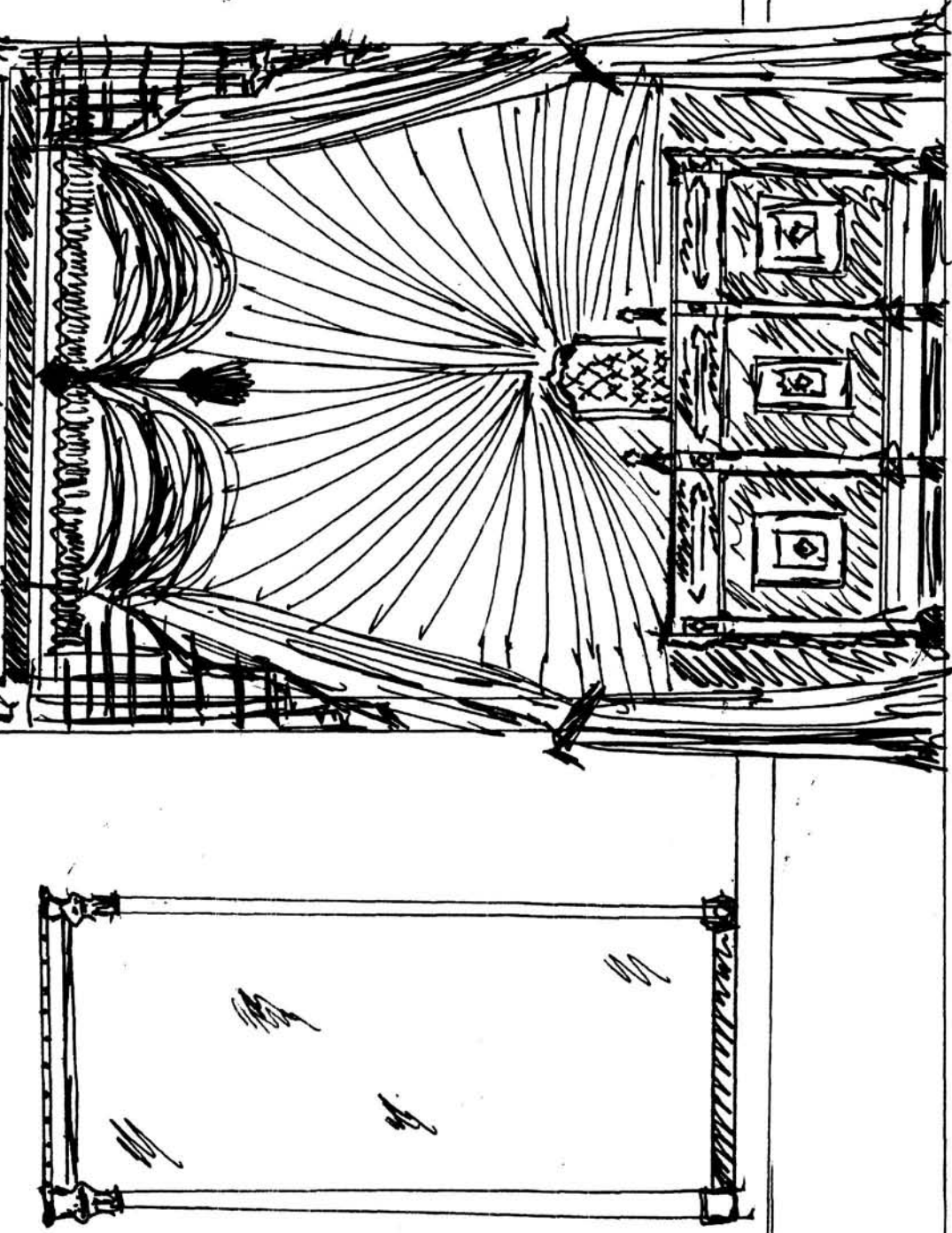
3-globe wall sconce in House of Delegates Chamber, c. 1876 by Cornelius & Co., Philadelphia



Proposed floor plan for re-created Old House of Delegates Chamber

Visitors' Center

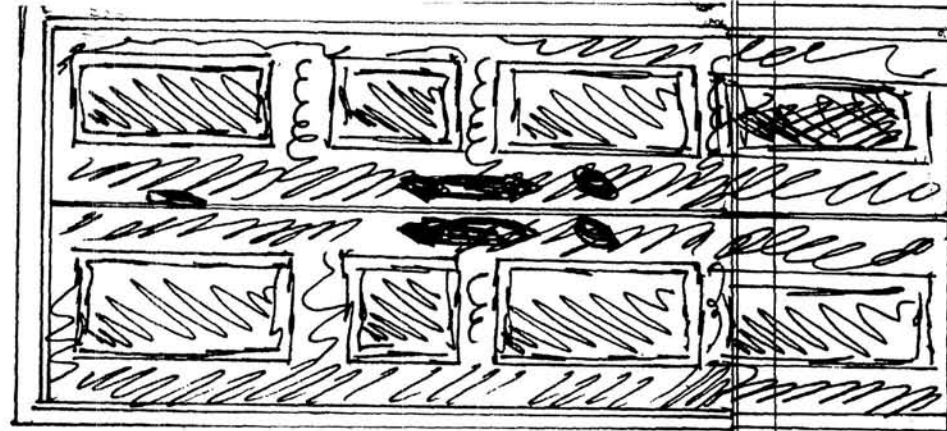
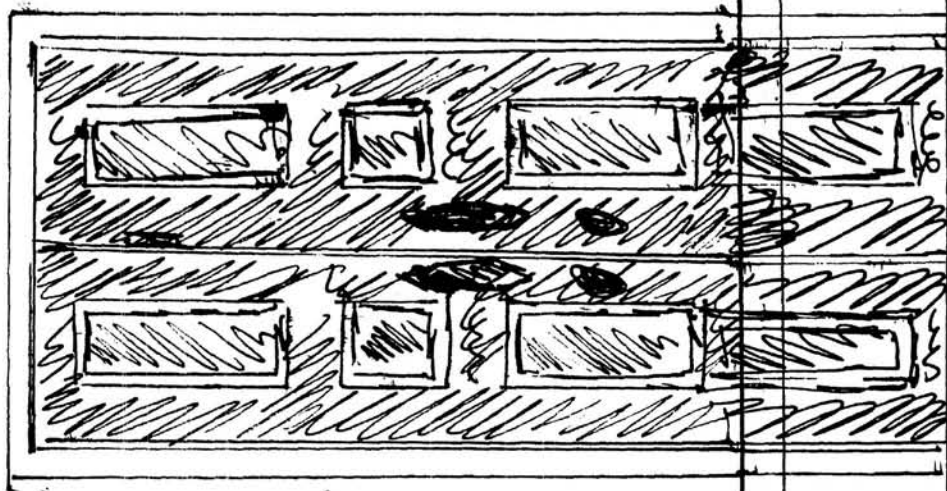
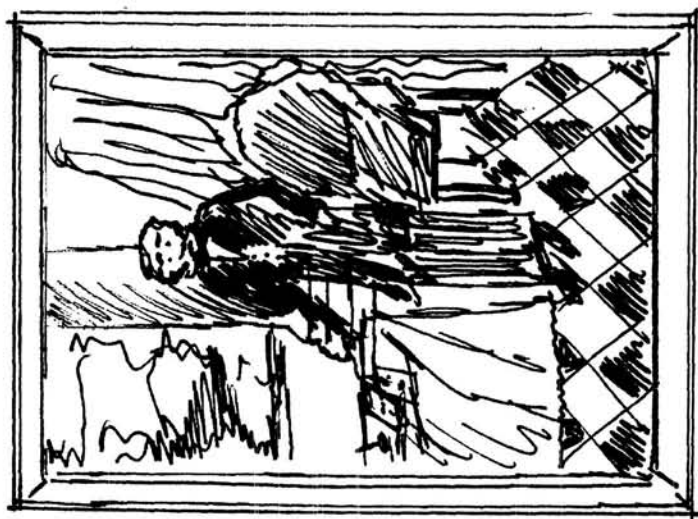
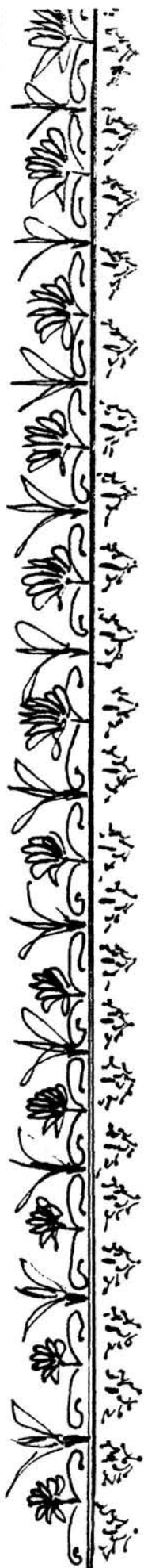




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Restored House of Delegates Chamber  
North Wall, Speakers' Dais





Restored House of Delegates Chamber

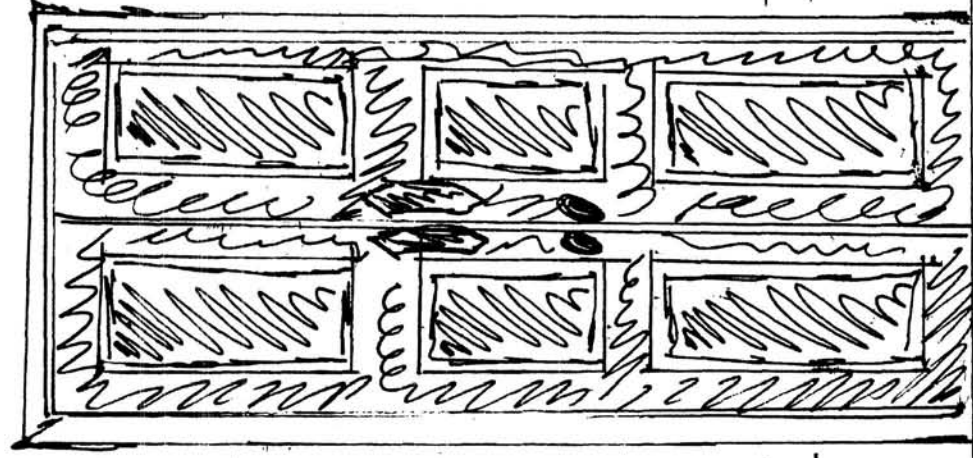
SOUTH WALL

enb'05



Restored House of Delegates Chamber  
WEST WALL

enb'05



Maryland State House, 19<sup>th</sup> Century House of Delegates Chamber

## Proposed Furnishings



House of Delegates members desk

Gould & Glanville, Baltimore

1858

Walnut primary

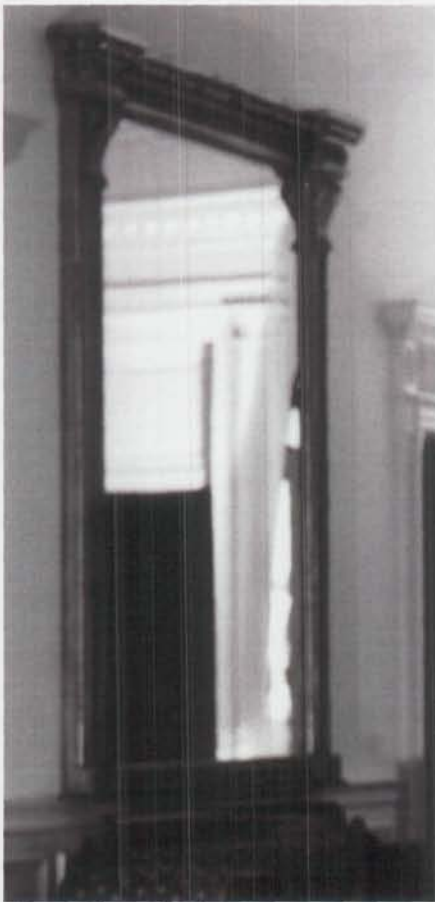
Desk on loan to Maryland Commission on Artistic Property by Chris Menke, MSA S 1259-142-256

Two labels are on interior of desk. Interior of desk is inscribed: "Henry Fendall Marbury, Member of Constitutional Conventions of 1864 & 1867 [illegible] for states' rights." Marbury was a member of the Prince George's County delegation for both Constitutional Conventions, and served in the House of Delegates as a Democrat from that county in 1870.



Henry  
Ximelac Mr. John  
meister the  
Lester  
Mr. Lester

Maryland State House, 19<sup>th</sup> Century House of Delegates Chamber  
**Proposed Furnishings**



Pier Mirror (Pair)  
Circa 1870  
MSA SC 1545-3243, 1545-3244

These Victorian era pier mirrors were originally installed in the Entrance Hall of Government House and remained in the house until approximately 1960. They were recently re-discovered in the basement of the State House and accessioned into the Artistic Property Collection.

Restored to their original gilt finish, this pair of mirrors are original examples of late Victorian design and are similar in design to the cornices seen in period photographs of the chamber. These mirrors, acquired by the state over one hundred years ago, would be an appropriate addition to the restored 19<sup>th</sup> century House of Delegates chamber. It is proposed that they be installed on either side of the Speaker's dais.

Maryland State House, 19<sup>th</sup> Century House of Delegates Chamber  
**Proposed Furnishings**



***Augustus W. Bradford (1806-1881)***

Oscar Hallwig (1865-1925)

Oil on canvas, 1920

46 x 34"

MSA SC 1545-1120

Governor of Maryland 1862-1866 (Whig, 1844; Unionist, 1861-1866; Democrat, ca. 1872)

This portrait Civil War era governor Augustus Bradford is proposed to hang on the east window wall of the chamber, to the left of the reproduction of the 1864 Declaration of Rights.



Maryland State House, 19<sup>th</sup> Century House of Delegates Chamber  
Proposed Furnishings



***Thomas Holliday Hicks (1798-1865)***

James Kimball Harley (1829-1889)

Oil on canvas, 1867

105 x 69"

MSA SC 1545-1175

Governor of Maryland, 1858-1862 (Whig, 1836; Democrat; American by 1857; Constitutional Unionist, 1860; Republican, 1861)

Thomas Holliday Hicks governed Maryland through the tumultuous years of the Civil War, and in spite of a record of human rights abuses, he is credited with preventing Maryland from seceding from the Union. This portrait, the largest in the state's collection, was commissioned by the legislature after Hicks's death in 1865. It is a striking example of the monumental style of portraiture that was fashionable during the Victorian period and the high regard in which Hicks was held by his contemporaries. This portrait was displayed in the State House for one hundred thirty years, originally installed in the room that is now the Governor's Reception Room. It is proposed for display on the south wall of the chamber between the two main doors of entry.

Maryland State House, 19<sup>th</sup> Century House of Delegates Chamber  
Proposed Furnishings



**Thomas Swann (1809-1883)**  
Florence Mackubin (1861-1918)  
Oil on canvas, 1906  
30 x 25"  
MSA SC 1545-1044

Mayor of Baltimore, 1856-1860  
Governor of Maryland, 1866-1869 (American, 1856-1860; Unionist, 1860-1866, Democrat, 1866-1883)

This portrait of post-Civil War era governor Thomas Swann is proposed to hang on the east window wall of the chamber, to the right of the reproduction of the 1864 Declaration of Rights.



Maryland State House, 19<sup>th</sup> Century House of Delegates Chamber  
Proposed Furnishings



***The Planting of the Colony of Maryland***

Francis Blackwell Mayer (1827-1899)

Oil on canvas, 1896

67 x 98"

MSA SC 1545-1125

This monumental painting, commemorating the landing of the first settlers in the colony of Maryland on March 25, 1634, was purchased by the state from Annapolis artist Frank Mayer in 1894. Along with *The Burning of the Peggy Stewart* and *Washington Resigning His Commission*, this painting is one of the most important acquisitions made by the legislature in the late nineteenth century. The photograph of the House of Delegates chamber from this period shows this painting installed on the west wall to the left of the doorway. It is proposed that this painting be returned to that location in the restoration of the chamber.

Maryland State House, 19<sup>th</sup> Century House of Delegates Chamber  
Proposed Furnishings



***The Burning of the Peggy Stewart***  
Francis Blackwell Mayer (1827-1899)  
Oil on canvas, 1896  
72 x 53"  
MSA SC 1545-1111

This monumental painting, commemorating Annapolis's own "tea party" resulting in the burning of Anthony Stewart's brig in the Annapolis harbor, was purchased by the state from Annapolis artist Frank Mayer in 1898. Along with *The Planting of the Colony* and *Washington Resigning His Commission*, this painting is one of the most important acquisitions made by the legislature in the late nineteenth century.

It is likely that upon its acquisition it joined Mayer's *Planting of the Colony* in the House of Delegates chamber. It is proposed that this painting be displayed on the west wall of the chamber, to the right of the doorway.

**Maryland State House History Project, MSA SC 5287**  
**An Archives of Maryland Publication**

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**MSA SC 5287-31-13**

**Dates:** 1842-1924

**Description:**

***Archives of Maryland***  
**(Biographical Series)**

**George A. Frederick**

*MSA SC 3520-13813*

**State House Architect**

**Biography:**

*Born George Aloysius Frederick in Baltimore, 16 December 1842; Son of John M. and Margaret (Hildt) Frederick; Catholic; Married Mary E. Everist (3/10/1838-2/24/1923), in Baltimore around 10 January 1865; Daughter: Katherine (b. 1876). Died in Baltimore City, 17 August 1942; Burial, New Cathedral Cemetery.*

Frederick began working with Edmund George Lind and William T. Murdoch at the age of 16. He also worked with Niernsee and Neilson. In 1862, he established his own practice. Frederick retired in 1903.

**Work on the State House:**

Frederick conducted a survey of the State House during the winter of 1876. This time period appears to have been one of great improvement. One of his goals was proper heating of the building. Excavation for a proper cellar took place, and a hot water heating system installed. The entire roof was removed and replaced with new wood, felt, and slate. The cornice was replaced and new gutters and down spouts hung. Floors and ceilings were replaced. Walls received new plaster and paint. So many changes took place, that the project exceeded the amount of funds the Board of Public Works had appropriated. In 1878 Frederick wrote to the Governor:

While the above amount may seem large, in addition to the amount of the appropriation expended, it will scarce appear so when you consider that the entire State House, except the outside walls, has been rebuilt, and even the latter in many cases repaired.

**Other notable projects include:**



Other than the State House, Frederick's most famous project was the City Hall building in Baltimore. He drew his winning design before the age of 20. The cornerstone of the building was laid on 18 October 1867. During the dedication ceremonies on 25 October 1875, Joshua Vansant, chairman of the building committee, said the following:

It is a monument of fame to the genius of the young architect who designed the structure, furnished the plans, drawings and specifications for executing the work, and who watched its progress from its foundation to its summitt. Colossal stone, column, entalature and dome, which contribute to the strength and grandeur of the structure will long after the present generation shall have passed away, stand as records of the artistic mind which ran its lines and fashioned its proportions, while the perfect construction of the building in that which gives solidity to it will attest his knowledge of the science of equilibrium of forces. "The City Hall of Baltimore." *The Baltimore Sun*, 26 October 1875.

Edgar Allan Poe Memorial Grave at Westminster Burial Grounds, Baltimore  
(Source: Edgar Allan Poe Society of Baltimore, <http://www.eapoe.org/>) (1875)

Cylburn - Jesse Tyson, a wealthy Baltimorean who made his fortune from the mining of copper, chrome, and nickel, commissioned Frederick to design the home. Tyson and his wife, Edyth Jones, moved into the home in 1889. Many features of the home are distictntly Victorian.

pavilions at Druid Hill Park in Baltimore while working for the Baltimore city park commission

Abell Building, 329-335 West Baltimore Street (1878)

St. James and St. John's Church, Aisquith Street (1867)

St. Paul's Catholic Church

Rennert Hotel

St. Joseph's Hospital

U.S. Marine Hospital

the First National Bank

the old Baltimore City College (built 1874, Razed 1890s)

the Quaker Meeting House at Eutaw and Monument Streets

Bauernschmidt House, Broadway and North Avenue, Baltimore (ca. 1889-1890)

Sources say that Frederick designed other buildings, which were destroyed in the 1904 Baltimore fire.

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▶Website Administration |**

System design by Dr. Edward C. Papenfuse and Nancy Bramucci.  
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**Request for Proposals (RFP)**  
**Maryland State Archives**  
**RFP 07-01 State House Exhibits Master Plan**

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*Following is the text of the RFP issued by the Maryland State Archives on June 6, 2006 to solicit proposals from exhibition design firms to work with Archives, the State House Trust and other state agencies to create a Master Plan for the State House visitor experience:*

**BACKGROUND**

The Maryland State House is one of the most historic buildings in Maryland. It was one of the first buildings in America to be declared a National Historic Landmark. As many as 350,000 visitors come to the State House every year, including many groups of school children. The exhibits in the State House are more than 20 years old and are in need of updating. The signage and "wayfinding" experience for visitors is difficult and uninviting.

The requirement to turn the State House into a first rate tourist attraction is complicated by the fact that the State House is a working office building that houses the offices of the governor, the Lt. governor, the speaker of the House of Delegates and the president of the Senate and their staffs. Crowding and noise are recurrent problems which detract from the work environment, as well as from the visitor experience.

**The Maryland State House: A Nationally Important Landmark**

The Maryland State House is a genuine national treasure. Its unique dome has stood as a symbol of Maryland government and its people for more than 200 years. It is certainly the most recognized structure in the state. The historic events that took place within its walls were truly pivotal in the formation of the new nation as it struggled to gain its independence and then to form a new government.

In recognition of its historic role in our nation's history, the Maryland State House was designated a National Historic Landmark in 1960 by the National Park Service. According to the NPS: "National Historic Landmarks are exceptional places. They form a common bond between all Americans. While there are many historic places across the nation, only a small number have meaning to all Americans--these we call our National Historic Landmarks." The Maryland State House was among the first properties in the nation to receive such designation and was awarded it on the same day, December 19, 1960, as such revered landmarks as Mount Vernon and Monticello. The Maryland State House is now in its 227th year of continuous use as the seat of both the executive and legislative branches of state government and is the oldest state house still in continuous legislative use.

In addition to its central role in Maryland state history, the State House has also played an important part in the early years of our national history. In 1783-84, it was the capitol of the United States and is the only state house to have had that distinction. On December 23, 1783, General George Washington appeared before the Continental Congress, meeting in the Old Senate Chamber, to resign his commission as commander-in-chief of the Continental Army, a truly pivotal event in the development of the American system of government. Two weeks later, the Continental Congress, still meeting in the Old Senate Chamber, ratified the Treaty of Paris, officially ending the Revolutionary War.

**Artwork in the State House**

In addition to being one of the most historically important buildings in the United States, the State House is also home to paintings of great artistic and historical importance, many of them by one of the foremost colonial painters, Charles Willson Peale. The painting of *Washington, Lafayette and Tilghman at Yorktown* in the Old Senate Chamber is one of the most iconic images of the Revolutionary War era and is world-famous. The Thomas Sully portrait of Charles Carroll of Carrollton, one of Maryland's four signers of the Declaration of Independence and the only Roman Catholic signer, in the new Senate Chamber is considered one of the finest state portraits in the nation. The huge painting

*Washington Resigning* that hangs in the grand staircase of the State House is a widely published image of one of the central events in the formation of our nation.

All of the works of art, as well as the historic furniture in the building, are part of the state-owned art collection that is managed by the Maryland Commission on Artistic Property of the Maryland State Archives. The collection, much of which is on display throughout the Annapolis complex, dates back to the 1700s and is integral to the interpretation of the State House and immeasurably enhances its historic importance.

The use of the public spaces in the State House is overseen by the State House Trust which approves any use of the spaces within State Circle, including the grounds and steps of the building. The Trust is chaired by Lt. Governor Michael S. Steele, as designee of the governor; Senate President Thomas V. Mike Miller, Jr.; Speaker Michael E. Busch; and Rodney Little, Director of the Maryland Historical Trust. The secretary of the Trust is State Archivist Edward C. Papenfuse who handles all requests for the use of the building and its grounds and circulates them to the members of the Trust for their consideration.

## GENERAL REQUIREMENTS

This project will require a firm with experience in historic site exhibition design to provide a master plan for the reinterpretation of the State House, including improvements in wayfinding, visitor and crowd management, exhibition design and use of spaces. The plan will also include estimates of costs for the proposed refurbishment and redesign of signage, exhibitions and interpretive rooms. The costs to be estimated will include planning, writing, design, and installation of new exhibits in the State House, including an orientation film and other interactive components, as well as interpretive materials for different constituent groups of visitors. The plan will also include proposals for crowd control, as well as proposals for on-line content to supplement the exhibition content and to prepare students and visitors for their visit to the State House. It will also include proposals for individually guided audio tours to provide people with in-depth interpretation of the building, its history and its artwork.

### **Areas of State House and Grounds to be Included in Master Plan:**

#### State House Grounds:

At present, signage around State Circle is profuse and confusing. This is particularly problematic given that visitors must enter through the doors on only one side of the building, yet people approach the State House from many different directions. Visitors are directed to enter the State House through “The Lawyers’ Mall entrance,” which is not very helpful to a newcomer to Annapolis.

Another problem is that State Circle is very difficult to navigate for visitors in wheelchairs because the sidewalk on the inside of the circle is not wide enough to accommodate them. Therefore, people in wheelchairs have to go around the circle on the outside and then cross to where there is handicapped access. Directional signage for these visitors is confusing at present and will become increasingly important when the Old Treasury Building is opened to the public and made ADA accessible, as is currently proposed and in the planning stages.

#### Old Treasury Building:

The Old Treasury Building is in the process of being made ADA accessible so that it can be incorporated into the visitor experience. Its use, as either a gateway to State Circle or in some other capacity, is to be included in the overall design concept for the State House and State Circle. The Master Plan will address how to integrate the Old Treasury into the overall State House experience. As it is the oldest public building in Annapolis, dating from 1735, it is important to make it publicly accessible and to interpret its importance.

## The Public Areas of the State House

At present, the primary focus of the exhibits in the State House is the 18<sup>th</sup> century, including the building of the State House, the evolution of State Circle, John Shaw, Congress in Annapolis, and Maryland and the creation of the U.S. Constitution. The focal point of a visit to the State House is the Old Senate Chamber and George Washington's resignation as commander-in-chief and the ratification of the Treaty of Paris.

One of the goals of the reinterpretation of the State House is to expand the scope of the exhibits to include all four centuries of the history of the building and the process of governing that takes place within its walls.

A proposed restoration of the Old House of Delegates Chamber to the period of circa 1876 will be the focus of the 19<sup>th</sup> century interpretation. This restored room will encompass the current rooms identified as the Calvert Room (H-122) and Silver Room (H-123) on the attached floor plan. It is not envisaged that this room will be a museum environment like the Old Senate Chamber but rather a multiuse room for meetings, ceremonies and receptions that contains some interpretive exhibits relating to the State House and state government in the 19<sup>th</sup> century. The re-creation of the room and its furnishings will be the subject of a separate contract and funding source. However, the exhibits within it will have to be integrated into the overall exhibition plan for the building, so the master plan will require coordination with the design team working on the room.

Across the hall from the Calvert Room is the Old Senate Chamber (H-119) which is interpreted as an 18<sup>th</sup> century period room that visitors may only view from the doorways. This is the room in which Congress met in 1783-1784 and in which nationally important events took place, especially George Washington's resignation as commander-in-chief of the Continental Army.

The interpretation of this event is to be completely transformed with the display of Washington's personal copy of his resignation speech which the Archives has recently acquired. This is one of the most important documents in U.S. history as Washington's resignation formed the foundation of the American system of civilian government.

The display of this document and the letter written by James McHenry to his future wife describing the resignation ceremony will be one of the most important elements of the reinterpretation of the State House. The exhibition of the documents will have to be integrated into the Old Senate Chamber or the room beside it, the Senate Committee Room. The rooms currently identified as the Stairwell Room (H-120), the Visitors' Center (H-124) and the room behind it, and the Archives Room (H-121) will also contain new interpretive exhibits.

One of the above spaces, either in the State House or in the Old Treasury Building, could contain a continuously shown orientation film, if it is determined that such a film would be useful to visitors.

## **Four Centuries of History: Possible Themes for Reinterpretation of the State House**

### The 18th Century:

- The building of the State House
- Congress in Annapolis
- Washington's Resignation
- Ratification of the Treaty of Paris

### The 19th Century

- Annexes to the State House, now replaced by early 20<sup>th</sup> century annex
- Maryland and the Civil War
- The Constitutions of 1864 and 1867
- Declaration of Rights of 1864 and abolition of slavery in Maryland

### The 20<sup>th</sup> Century

- Building of current annex to State House
- New chambers for Senate and House of Delegates

The 21<sup>st</sup> Century  
Maryland government today  
The Executive Department and the Legislature  
How laws are made

Lower Level of the State House:

The lower level of the State House is primarily occupied by staff offices. However, it is also where many visitors enter the building (including all handicapped visitors). This area requires enhanced signage and “wayfinding” assistance for visitors in order to access the main interpretive area on the floor above. This area also needs to be made more attractive and inviting to visitors. It is also a possible place to begin the interpretation of the building, to prepare visitors for what they will see inside. It is the Archives’ intention that much of the more detailed material will be moved to a Web site that can be accessed by teachers and visitors to supplement the information that they see in the State House exhibits.

**Other consultants.** It is anticipated that a preservation architect will be engaged to consult on feasibility and possible consequences of any proposed changes to the building. In addition, a furnishings consultant will be engaged, under a separate contract, to assist with the 19<sup>th</sup> century interpretation of the Old House of Delegates Chamber (the combined Calvert and Silver Rooms); any exhibitions within this recreated space will have to be integrated into the overall exhibition Master Plan.

**Deliverables:**

Proposal for renovation of the State House visitor experience that includes:

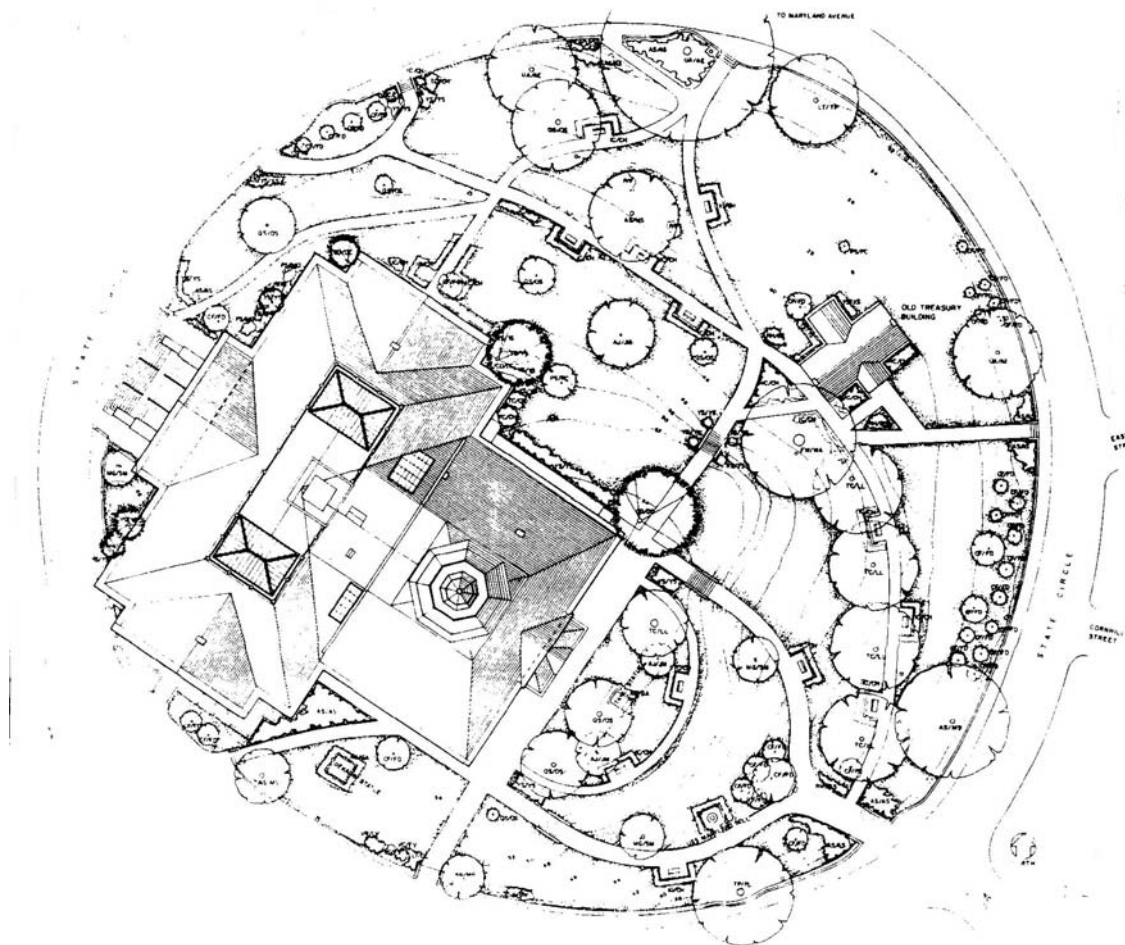
1. Schematic drawings of proposed signage for wayfinding on State Circle, into the building and within the building, and around the entire Annapolis complex of government buildings
2. Schematic drawings of proposed improvements to entrances to the State House
3. Proposals for use of each of the separate public spaces, including but not limited to:
  - a. The Old Treasury Building
  - b. Placement of Visitors’ Center
4. Schematic drawings of proposed exhibits relating to historical themes, within the public spaces
5. Proposals for artifacts to be included in exhibits
6. Proposal for content of orientation film, if one is to be included in the final plan
7. Proposals for creation of on-line content covering the following 2 themes:
  - a. A pre-visit resource guide for teachers of 4<sup>th</sup> or 5<sup>th</sup> grade students studying Maryland history
  - b. A resource guide on Maryland government, ie. who occupies the State House and how they work together to write and pass laws
8. Proposals for audio interpretation of various aspects of the State House, its history and its artwork
9. A plan for management of visitors and crowd control
10. Estimated budget for each phase of implementation, including:
  - a. Signage
  - b. Exhibition case construction
  - c. Exhibition graphics and label production
  - d. Exhibition installation
  - e. On-line content and implementation
  - f. Orientation film (if specified in interpretive plan)
  - g. PDA tour content and implementation



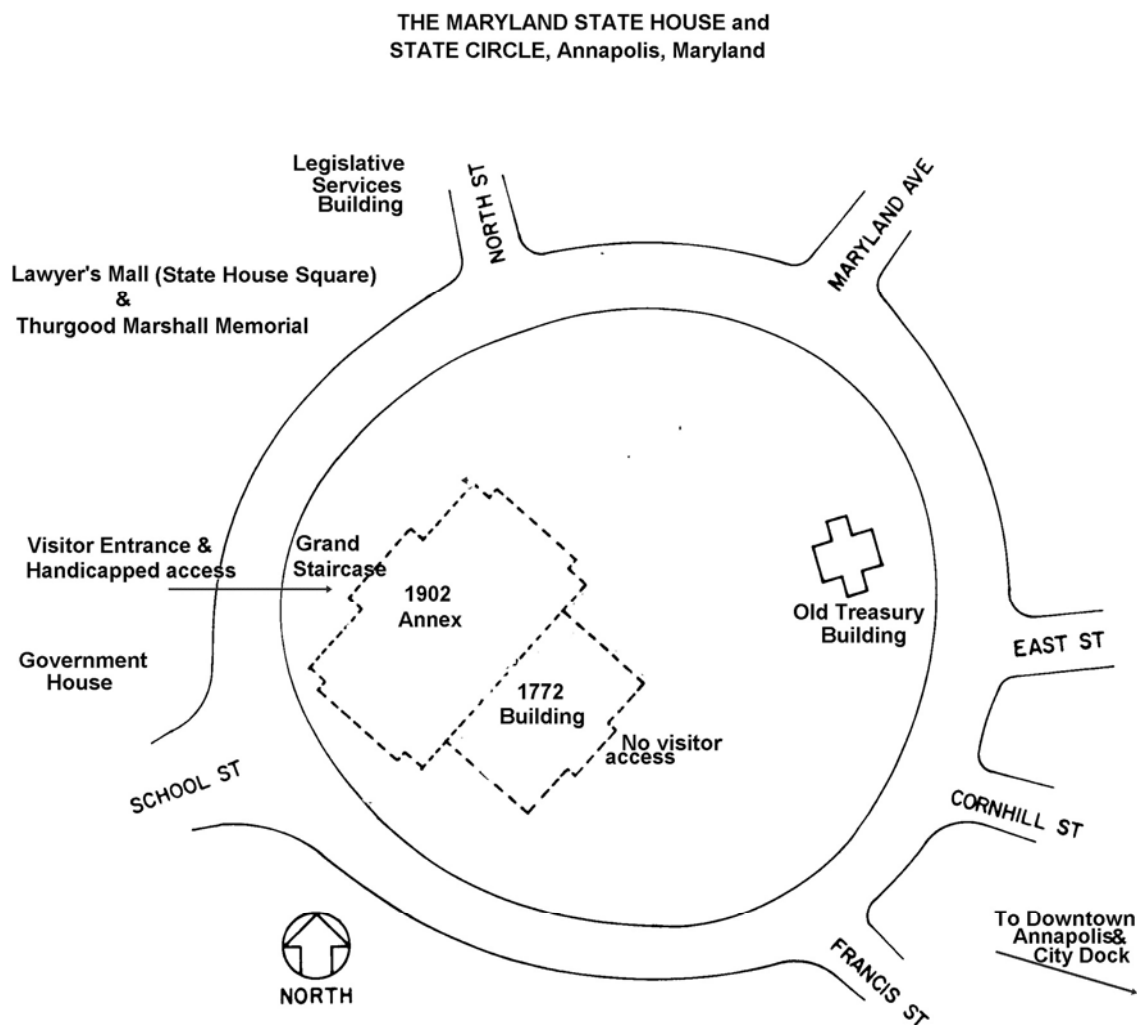
## Schedule

It is anticipated that the work on the Master Plan will begin as soon as contract award is made in July of 2006. Ideally, the plan will be complete within a 6 to 8 month timeframe with budget estimates for implementation being developed before the final draft is complete.

## Plan of State Circle



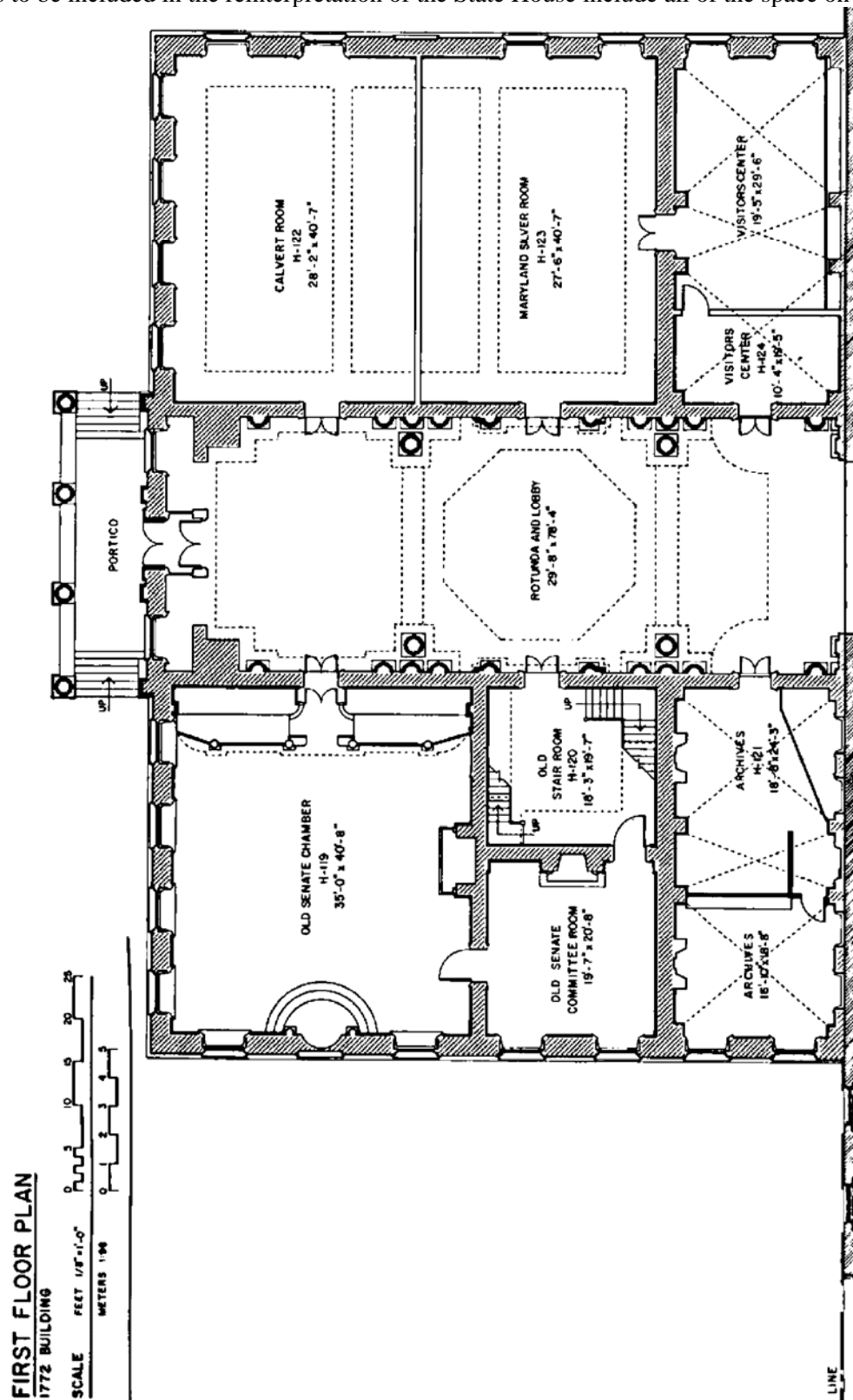
### Existing Access to the State House



There are sidewalks on both the inside and outside of State Circle. The sidewalk on the inside of the Circle is not wheelchair accessible as it is very narrow. Therefore, wheelchairs must navigate around the outside of the Circle and then cross to the State House entrance at Lawyers' Mall.

# **Main Floor of the 1772 Section of the Maryland State House**

The areas to be included in the reinterpretation of the State House include all of the space on this plan



## **ATTACHMENT G - CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

## Contractor Survey

In order to help us improve the quality of State bid and proposal solicitations, and make our procurement process more responsive and "business friendly," we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal, or "no bid," as the case may be. Thank you for your assistance.

Bid/Proposal Number: 07-04 Old House of Delegates Furnishings Plan

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other:

Please Describe

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

Remarks:


Offeror Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_